

CLAYMAN & ROSENBERG

Seth L. Rosenberg (SR4563)

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305 Madison Avenue

New York, NY 10165

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Telefax: (212) 949-8255

*Attorneys for 45 South Service Road, LLC*

(BLMIS Account No. 1-B0081 designated Claim Number 011062)

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION :  
CORPORATION, :

Plaintiff, :

-against- :

BERNARD L. MADOFF INVESTMENT :  
SECURITIES LLC, :

Defendant :

Adv. Pro. No. 08-01789(BRL)

SIPA Liquidation

**OBJECTION TO TRUSTEE'S DETERMINATION OF CLAIM**

45 South Service Road, LLC ("Objector"), by counsel, CLAYMAN & ROSENBERG, hereby  
objects to the Notice of Trustee's Determination of Claim dated December 8, 2009 (the  
"Determination Letter"), appended hereto as Exhibit A, as set forth herein.

## BACKGROUND

1. Objector is a "Customer" as that term is defined by the Securities Investor Protection Act ("SIPA") of Bernard L. Madoff Investment Securities LLC ("BLMIS").
2. Objector was and is a member of Bull Market Fund, a general partnership organized in the State of New York in 1986.
3. The Bull Market Fund partnership was organized with the knowledge and encouragement of BLMIS for the purpose of consolidating the bookkeeping for the investment of certain small investors with BLMIS.
4. Bull Market Fund received a final statement from BLMIS which indicated that Bull Market Fund owned securities valued at \$36,833,462.86.
5. On or about December 31, 2008, Objector received a statement from Bull Market Fund which indicated that Objector's funds invested by Bull Market Fund in BLMIS were valued at \$234,846.
6. On December 11, 2008, the above-captioned liquidation proceeding was commenced against BLMIS, pursuant to the Securities Investor Protection Act of 1970 ("SIPA"). Irving Picard was appointed Trustee ("BLMIS Trustee") with oversight of the liquidation of BLMIS and responsibility for processing customer claims for money pursuant to SIPA.
7. By Order dated December 23, 2008, the Court directed the Trustee to disseminate notice and claim forms to BLMIS customers and set forth claim-filing deadlines. The Order further authorized the Trustee, *inter alia*, "to satisfy, within the limits provided by SIPA, those portions of any and all customer claims and accounts which agree with the Debtor's books and records," and provided that, where the BLMIS Trustee disagrees with the amount claimed in a

customer's claim form, the BLMIS Trustee, "shall notify such claimant by mail of his determination that the claim is disallowed, in whole or in part, and the reason therefor..."

8. On or about June 23, 2009, Objector timely submitted a customer claim form to SIPC setting forth his claim in the amount of \$234,846 ("Objector's claim"). Objector's claim cross-referenced the BLMIS account of Bull Market Fund. A copy of Objector's claim form is appended hereto as Exhibit B.

9. On December 8, 2009, the BLMIS Trustee sent Objector a Determination Letter denying Objector's claim, "in its entirety." Exhibit A. The Determination Letter stated, in part, "Based upon a review of available books and records of BLMIS by the Trustee's staff, you did not have an account with BLMIS. Because you did not have an account, you are not a customer of BLMIS under SIPA as that term is defined at 15 U.S.C. Section 78111 (2). Accordingly, your Claim for securities and/or a credit balance is **DENIED.**"

10. Objector objects to the BLMIS Trustee's disallowance of his claim for the reasons set forth hereinbelow.

#### **GROUND FOR OBJECTION**

11. First: The Trustee's definition and application of the term, "account" as set forth in the Determination Letter is incorrect.

12. Second: The Trustee's definition and application of the term, "customer" as set forth in the Determination Letter is incorrect.

13. Objector reserves the right to revise or amend this Objection. Objector's failure to assert an objection on a particular ground or grounds shall not be construed as a waiver of its right to object or join in the objection of other claimants on any additional grounds.

14. Objector reserves all rights set forth in Rule 9014.

15. Objector incorporates herein by reference all claims and reservations of rights set forth in Objector's claim form. Exhibit B.

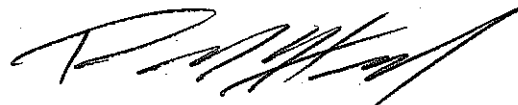
**RELIEF SOUGHT**

16. Objector's claim should be allowed in its entirety.

17. The Court should direct SIPC to pay Objector the full amount of Objector's claim together with interest thereon commencing not later than the date of the Determination Letter.

18. Such other and further relief as the Court may deem just and equitable.

Dated: New York, New York  
January 6, 2010



CLAYMAN & ROSENBERG

By: Seth L. Rosenberg (SR4563)  
Paul S. Hugel (PH4749)

305 Madison Avenue  
New York, NY 10165

Telephone: (212) 922-1080

Telefax: (212) 949-8255

rosenberg@clayro.com

hugel@clayro.com

EXHIBIT A

DETERMINATION LETTER

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

In Liquidation  
**DECEMBER 11, 2008<sup>1</sup>**

**NOTICE OF TRUSTEE'S DETERMINATION OF CLAIM**

December 8, 2009

45 SOUTH SERVICE ROAD, LLC  
6800 JERICHO TURNPIKE  
SYOSSET, NY 11791

Dear 45 SOUTH SERVICE ROAD, LLC:

**PLEASE READ THIS NOTICE CAREFULLY.**

The liquidation of the business of BERNARD L. MADOFF INVESTMENT SECURITIES LLC ("BLMIS") is being conducted by Irving H. Picard, Trustee under the Securities Investor Protection Act, 15 U.S.C. § 78aaa et seq. ("SIPA"), pursuant to an order entered on December 15, 2008 by the United States District Court for the Southern District of New York.

The Trustee has made the following determination regarding your claim designated as Claim No. 011062:

Based on a review of available books and records of BLMIS by the Trustee's staff, you did not have an account with BLMIS. Because you did not have an account, you are not a customer of BLMIS under SIPA as that term is defined at 15 U.S.C. § 78111 (2). Accordingly, your Claim for securities and/or a credit balance is **DENIED**.

**PLEASE TAKE NOTICE:** If you disagree with this determination and desire a hearing before Bankruptcy Judge Burton R. Lifland, you **MUST** file your written opposition, setting forth the grounds for your disagreement, referencing Bankruptcy Case No. 08-1789 (BRL) and attaching copies of any documents in support of your position, with the United States Bankruptcy Court **and** the Trustee within **THIRTY DAYS** after December 8, 2009, the date on which the Trustee mailed this notice.

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<sup>1</sup> Section 78111(7)(B) of SIPA states that the filing date is "the date on which an application for a protective decree is filed under 78111(a)(3)," except where the debtor is the subject of a proceeding pending before a United States court "in which a receiver, trustee, or liquidator for such debtor has been appointed and such proceeding was commenced before the date on which such application was filed, the term 'filing date' means the date on which such proceeding was commenced." Section 78111(7)(B). Thus, even though the Application for a protective decree was filed on December 15, 2008, the Filing Date in this action is on December 11, 2008.

**PLEASE TAKE FURTHER NOTICE:** If you do not properly and timely file a written opposition, the Trustee's determination with respect to your claim will be deemed confirmed by the Court and binding on you.

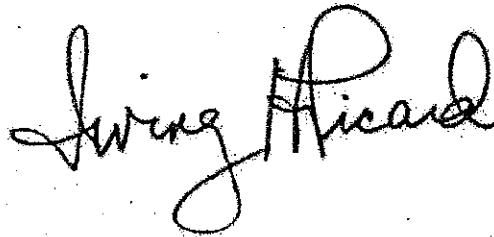
**PLEASE TAKE FURTHER NOTICE:** If you properly and timely file a written opposition, a hearing date for this controversy will be obtained by the Trustee and you will be notified of that hearing date. Your failure to appear personally or through counsel at such hearing will result in the Trustee's determination with respect to your claim being confirmed by the Court and binding on you.

**PLEASE TAKE FURTHER NOTICE:** You must mail your opposition, if any, in accordance with the above procedure, to each of the following addresses:

Clerk of the United States Bankruptcy Court for  
the Southern District of New York  
One Bowling Green  
New York, New York 10004

and

Irving H. Picard, Trustee  
c/o Baker & Hostetler LLP  
Attn: Claims Department  
45 Rockefeller Plaza  
New York, New York 10111



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**Irving H. Picard**

Trustee for the Liquidation of the Business of  
Bernard L. Madoff Investment Securities LLC

cc: DAVID KAPLAN  
300 ROBBINS LANE  
SYOSSET, NY 11791

EXHIBIT B

CUSTOMER CLAIM FORM



45 SOUTH SERVICE ROAD, LLC  
300 ROBBINS LANE  
SYOSSET, NY 11791

June 23, 2009.

*Via UPS Overnight*

Irving H. Picard, Esq.  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Avenue, Suite 800  
Dallas, Texas 75201

Re: Account Number: 1-B0081  
45 South Service Road, LLC through Bull Market Fund  
300 Robbins Lane  
Syosset, New York 11791

Dear Mr. Picard:

45 South Service Road, LLC is a partner in Bull Market Fund, which had an account with Bernard L. Madoff Investment Securities ("BLMIS"), Account No. 1-B0081.

It is our understanding that Bull Market Fund has submitted its own SIPC Customer Claim Form to your office.

We wish to submit our own personal SIPC Customer Claim Form at this time. We are attaching the following:

1. Our SIPC Customer Claim Form;
2. Bull Market Fund's November 30, 2008 BLMIS statement;
3. Our 2007 Schedule K-1;
4. Our personal account balance as of December 11, 2008; and
5. Operating Agreement of 45 South Service Road, LLC

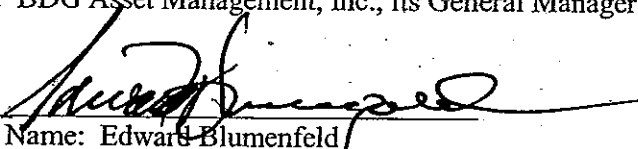
We reserve the right to amend or modify this claim if and to the extent warranted by facts and circumstances not presently known to us, or as a result of a subsequent determination by a court of competent jurisdiction with respect to any issue pertaining to our claim.

This letter is hereby incorporated by reference in and made a part of our SIPC Customer Claim Form.

Very truly yours,

45 South Service Road, LLC

By: BDG Asset Management, Inc., its General Manager

By:   
Name: Edward Blumenfeld  
Title: President



## Shipment Receipt

Transaction Date: 23 Jun 2009  
Tracking Number: 1Z12X2361392872650

### Address Information

<b>Ship To:</b> Trustee for Bernard L. Madoff Sec. Irving H. Picard, Esq. 2100 McKinney Avenue. Suite 800 Claims Processing Center DALLAS TX 75201-6910	<b>Ship From:</b> Blumenfeld Dev. Group, Ltd. BDG 300 Robbins Lane Syosset NY 11791 Telephone: 5169210800	<b>Return Address:</b> Blumenfeld Dev. Group, Ltd. BDG 300 Robbins Lane Syosset NY 11791 Telephone: 5169210800
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### Package Information

Weight	Dimensions / Packaging	Declared Value	Reference Numbers
1. Letter	UPS Letter		{Reference#1 - 01 lmc}

### UPS Shipping Service and Shipping Options

**Service:**  
UPS Next Day Air Saver  
**Guaranteed By:**  
3:00 P.M. Wednesday, 6/24/2009

<b>Shipping Fees Subtotal:</b>	20.15 USD
<b>Transportation</b>	19.95 USD
<b>Fuel Surcharge</b>	0.20 USD

### Payment Information

**Bill Shipping Charges to:** Shipper's Account 12X236


<b>Total Charged:</b>	20.15 USD
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Note: Your invoice may vary from the displayed reference rates.

\* For delivery and guarantee information, see the [UPS Service Guide](#). To speak to a customer service representative, call 1-800-PICK-UPS for domestic services and 1-800-782-7892 for international services.

#### Responsibility for Loss or Damage

Unless a greater value is recorded in the declared value field as appropriate for the UPS shipping system used, the shipper agrees that the released value of each package covered by this receipt is no greater than \$100, which is a reasonable value under the circumstances surrounding the transportation. If additional protection is desired, a shipper may increase UPS's limit of liability by declaring a higher value and paying an additional charge. UPS does not accept for transportation and shipper's requesting service through the Internet are prohibited from shipping packages with a value of more than \$50,000. The maximum liability per package assumed by UPS shall not exceed \$50,000, regardless of value in excess of the maximum. Claims not made within nine months after delivery of the package (sixty days for international shipments), or in the case of failure to make delivery, nine months after a reasonable time for delivery has elapsed (sixty days for international shipments), shall be deemed waived. The entry of a C.O.D. amount is not a declaration of value for carriage purposes. All checks or other negotiable instruments tendered in payment of C.O.D. will be accepted by UPS at shipper's risk. UPS shall not be liable for any special, incidental, or consequential damages. All shipments are subject to the terms and conditions contained in the UPS Tariff and the UPS Terms and Conditions of Service, which can be found at [www.ups.com](http://www.ups.com).

 Close Window



## Tracking Detail

Your package has been delivered.

Tracking Number: 1Z 12X 236 13 9287 265 0  
Type: Package  
Status: **Delivered**  
Delivered On: 06/24/2009 12:49 P.M.  
Signed By: DOSS  
Location: OFFICE  
Delivered To: 2100 MCKINNEY AVE  
800  
DALLAS, TX, US 75201  
Shipped/Billed On: 06/23/2009  
Reference Number(s): 01 LMC  
Service: NEXT DAY AIR SAVER

### Package Progress

Location	Date	Local Time	Description
DALLAS, TX, US	06/24/2009	12:49 P.M.	DELIVERY
	06/24/2009	7:22 A.M.	OUT FOR DELIVERY
	06/24/2009	6:40 A.M.	ARRIVAL SCAN
DALLAS/FT. WORTH A/P, TX, US	06/24/2009	6:25 A.M.	DEPARTURE SCAN
	06/24/2009	5:28 A.M.	ARRIVAL SCAN
LOUISVILLE, KY, US	06/24/2009	4:37 A.M.	DEPARTURE SCAN
	06/24/2009	12:47 A.M.	ARRIVAL SCAN
JAMAICA, NY, US	06/23/2009	10:51 P.M.	DEPARTURE SCAN
	06/23/2009	9:56 P.M.	ARRIVAL SCAN
UNIONDALE, NY, US	06/23/2009	9:28 P.M.	DEPARTURE SCAN
	06/23/2009	9:16 P.M.	ORIGIN SCAN
	06/23/2009	7:09 P.M.	PICKUP SCAN
	06/23/2009	7:08 P.M.	PICKUP SCAN

**CUSTOMER CLAIM**

Claim Number \_\_\_\_\_

Date Received \_\_\_\_\_

**BERNARD L. MADOFF INVESTMENT SECURITIES LLC**

In Liquidation

**DECEMBER 11, 2008**

(Please print or type)

Name of Customer: 45 SOUTH SERVICE ROAD, LLC  
THROUGH BULL MARKET FUND  
Mailing Address: 300 ROBBINS LANE  
City: SYOSSET State: NY Zip: 11791  
Account No.: BULL MARKET FUND'S ACCOUNT NO.: 1-B0081  
Taxpayer I.D. Number (Social Security No.): 11-2804596

**NOTE: BEFORE COMPLETING THIS CLAIM FORM, BE SURE TO READ CAREFULLY THE ACCOMPANYING INSTRUCTION SHEET. A SEPARATE CLAIM FORM SHOULD BE FILED FOR EACH ACCOUNT AND, TO RECEIVE THE FULL PROTECTION AFFORDED UNDER SIPA, ALL CUSTOMER CLAIMS MUST BE RECEIVED BY THE TRUSTEE ON OR BEFORE March 4, 2009. CLAIMS RECEIVED AFTER THAT DATE, BUT ON OR BEFORE July 2, 2009, WILL BE SUBJECT TO DELAYED PROCESSING AND TO BEING SATISFIED ON TERMS LESS FAVORABLE TO THE CLAIMANT. PLEASE SEND YOUR CLAIM FORM BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED.**

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**1. Claim for money balances as of December 11, 2008:**

- a. The Broker owes me a Credit (Cr.) Balance of \$ -0-
- b. I owe the Broker a Debit (Dr.) Balance of \$ -0-
- c. If you wish to repay the Debit Balance,  
please insert the amount you wish to repay and  
attach a check payable to "Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC."  
If you wish to make a payment, it must be enclosed  
with this claim form. \$ -0-
- d. If balance is zero, insert "None." NONE

## 2. Claim for securities as of December 11, 2008:

**PLEASE DO NOT CLAIM ANY SECURITIES YOU HAVE IN YOUR POSSESSION.**

- |   | <u>YES</u>    | <u>NO</u>     |
|---|---------------|---------------|
| a. The Broker owes me securities        | <u>X</u>      | <u>      </u> |
| b. I owe the Broker securities          | <u>      </u> | <u>X</u>      |
| c. If yes to either, please list below: |               |               |

Date of Transaction (trade date)	Name of Security	Number of Shares or Face Amount of Bonds	
		The Broker Owes Me (Long)	I Owe the Broker (Short)
	SEE BULL MARKET FUND ACCOUNT STATEMENT	\$ 234,846 *	

Proper documentation can speed the review, allowance and satisfaction of your claim and shorten the time required to deliver your securities and cash to you. Please enclose, if possible, copies of your last account statement and purchase or sale confirmations and checks which relate to the securities or cash you claim, and any other documentation, such as correspondence, which you believe will be of assistance in processing your claim. In particular, you should provide all documentation (such as cancelled checks, receipts from the Debtor, proof of wire transfers, etc.) of your deposits of cash or securities with the Debtor from as far back as you have documentation. You should also provide all documentation or information regarding any withdrawals you have ever made or payments received from the Debtor.

Please explain any differences between the securities or cash claimed and the cash balance and securities positions on your last account statement. If, at any time, you complained in writing about the handling of your account to any person or entity or regulatory authority, and the complaint relates to the cash and/or securities that you are now seeking, please be sure to provide with your claim copies of the complaint and all related correspondence, as well as copies of any replies that you received.

**PLEASE CHECK THE APPROPRIATE ANSWER FOR ITEMS 3 THROUGH 9.**

502180406

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\* PROVIDED BY BULL MARKET, SEE SUPPLEMENTAL CLAIM INFORMATION  
ATTACHMENT A

**NOTE: IF "YES" IS MARKED ON ANY ITEM, PROVIDE A DETAILED EXPLANATION ON A SIGNED ATTACHMENT. IF SUFFICIENT DETAILS ARE NOT PROVIDED, THIS CLAIM FORM WILL BE RETURNED FOR YOUR COMPLETION.**

- |   | <u>YES</u> | <u>NO</u> |
|---|------------|-----------|
| 3. Has there been any change in your account since December 11, 2008? If so, please explain.  | _____      | <u>X</u>  |
| 4. Are you or were you a director, officer, partner, shareholder, lender to or capital contributor of the broker?   | _____      | <u>X</u>  |
| 5. Are or were you a person who, directly or indirectly and through agreement or otherwise, exercised or had the power to exercise a controlling influence over the management or policies of the broker? | _____      | <u>X</u>  |
| 6. Are you related to, or do you have any business venture with, any of the persons specified in "4" above, or any employee or other person associated in any way with the broker? If so, give name(s)    | _____      | <u>X</u>  |
| 7. Is this claim being filed by or on behalf of a broker or dealer or a bank? If so, provide documentation with respect to each public customer on whose behalf you are claiming.                         | _____      | <u>X</u>  |
| 8. Have you ever given any discretionary authority to any person to execute securities transactions with or through the broker on your behalf? Give names, addresses and phone numbers.                   | <u>X *</u> | _____     |
| 9. Have you or any member of your family ever filed a claim under the Securities Investor Protection Act of 1970? If so, give name of that broker.  | _____      | <u>X</u>  |

Please list the full name and address of anyone assisting you in the preparation of this claim form: DAVID KAPLAN, 300 ROBBINS LANE, SYOSSET, NY 11791

If you cannot compute the amount of your claim, you may file an estimated claim. In that case, please indicate your claim is an estimated claim.

**IT IS A VIOLATION OF FEDERAL LAW TO FILE A FRAUDULENT CLAIM. CONVICTION CAN RESULT IN A FINE OF NOT MORE THAN \$50,000 OR IMPRISONMENT FOR NOT MORE THAN FIVE YEARS OR BOTH.**

**THE FOREGOING CLAIM IS TRUE AND ACCURATE TO THE BEST OF MY INFORMATION AND BELIEF.**

45 SOUTH SERVICE ROAD, LLC

By: BDG Asset Management, Inc., its General Manager

Date JUNE 23, 2009

Signature

  
Edward Blumenfeld, President

Date \_\_\_\_\_

Signature \_\_\_\_\_

(If ownership of the account is shared, all must sign above. Give each owner's name, address, phone number, and extent of ownership on a signed separate sheet. If other than a personal account, e.g., corporate, trustee, custodian, etc., also state your capacity and authority. Please supply the trust agreement or other proof of authority.)

**This customer claim form must be completed and mailed promptly, together with supporting documentation, etc. to:**

Irving H. Picard, Esq.,  
Trustee for Bernard L. Madoff Investment Securities LLC  
Claims Processing Center  
2100 McKinney Ave., Suite 800  
Dallas, TX 75201

SUPPLEMENTAL CLAIM INFORMATION  
ATTACHMENT A

Claimant is filing this claim form as a customer of Bernard L. Investment Securities LLC ("BLMIS"), having invested in BLMIS through a partnership, Bull Market Fund ("BMF"). Pursuant to the partnership agreement of BMF and other written agreements amongst the Partners of BMF, BMF invested all of its funds with BLMIS. BMF has informed claimant that its customer account number with BLMIS was 1-B0081. BMF has also advised claimant that it is filing a customer claim for the losses in its customer account with BLMIS.

BMF typically issued quarterly statements showing each partner's account summary. In light of the BLMIS fraud, BMF issued a statement to each partner showing their closing balance as of December 10, 2008, a copy of which is enclosed. Claimant believes that as of December 11, 2008, the amount of claimant's investment was all held in the securities as shown on the November 30, 2008 BLMIS statement for BMF, a copy of which is also enclosed.





**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 888-4061

Attributed with  
Madoff Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7693 6222

**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
C/O BLUMENFELD DEV GROUP LTD  
300 ROBBINS LANE  
SYOSSET  
NY 11791

1-B00081-3-0

11/30/06

1

\*\*\*\*\*6934

DATE	BUY	SELL	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT
			<b>BALANCE FORWARD</b>			<b>1,428,340.08</b>

11/06	2,808		APPLE INC	105.390		296,019.07
11/06	4,992		ABBOTT LABORATORIES	29.0990		270,206.28
11/06	3,432		AMGEN INC	60.350		207,258.20
11/06	2,496		BOEING CO	51.120		127,694.52
11/06	1,812		BANK OF AMERICA	23.870		50,742.00
11/06	3,744		DAVITA INTERNATIONAL INC	60.600		110,514.00
11/06	6,240		BANK OF NEW YORK MELLON CORP	32.290		121,042.76
11/06	2,184		BRISTOL MYERS SQUIBB COMPANY	20.610		128,855.40
11/06	17,412		AMEREN CORP	62.430		108,635.12
11/06	9,360		GENERAL ELECTRIC	10.550		237,067.00
11/06			COMCAST CORP	15.790		148,168.40
11/06	4,992		CI-A			
11/06	19,032		GENCO HOLDINGS	51.120		258,992.00
11/06	4,680		CHS CO	17.520		82,412.16
11/06	6,552		CVS CAREMARK CORP	30.510		142,977.80
11/06	6,240		CHEVRON CORP	73.740		483,406.48
11/06	33,284		THE MADISON SQUARE GARDEN CO	27.760		122,788.48
11/06	624		GENERAL ELECTRIC	10.550		669,667.40
11/06	1,248		GOOGLE	19.600		222,742.48
11/06	5,616		GOVERN SACHS GROUP INC	356.520		114,792.76
11/06	7,808		HOME DEPOT INC	91.870		201,616.80
11/06	4,368		HENRY J. MACKAY CO	29.800		299,430.00
11/06			INTERNATIONAL BUSINESS MACHS	92.800		405,524.40

CONTINUED ON PAGE 2

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 384-1343  
Fax (212) 838-4061

12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
C/O BLUMENFELD DEV GROUP LTD  
300 ROBBINS LANE  
SYOSSET  
NY 11791

1-B0081-3-0

\*\*\*\*\*6934

11/30/08

2

DATE	PRICE PER SHARE	AMOUNT RECEIVED	AMOUNT RECEIVED	AMOUNT RECEIVED
		FOR OUR ACCOUNT	FOR OUR ACCOUNT	FOR OUR ACCOUNT
11/06	17,784	16,053	INTEL CORP	16,070
11/06	9,048	16,288	JOHNSON, T. JOHNSON	61,210
11/06	11,856	16,528	J.P. MORGAN CHASE & CO	40,310
11/06	4,992	16,758	KRAFT FOOD INC	29,110
11/06	6,240	16,993	COCA COLA CO	44,490
11/06	3,744	17,228	MC DONALD'S CORP	57,900
11/06	3,744	17,463	MEDTRONIC INC	40,310
11/06	2,184	17,698	5M COMPANY	63,590
11/06	6,552	17,933	ALTRIA GROUP INC	19,160
11/06	6,864	18,168	MERCK & CO	30,780
11/06	25,172	18,403	INTEGRIS CORP	72,310
11/06	12,792	18,638	ORACLE CORPORATION	16,110
11/06	2,808	19,578	OCIDENTAL PETROLEUM CORP	54,290
11/06	4,992	19,813	PEPSTEAD INC	57
11/06	21,328	20,048	PROCTER & GAMBLE CO	17,690
11/06	6,864	20,283	PHILIP MORRIS INTERNATIONAL	64,570
11/06	5,304	20,518	QUALCOMM INC	42,730
11/06	3,744	20,753	SCHLUMBERGER LTD	37,810
11/06	18,720	20,988	AT&T INC	51,760
11/06	11,544	21,223	TIME WARNER INC	28,980
11/06	3,120	21,458	UNITED PARCEL SVC INC	10,060
11/06	5,616	21,693	U.S. BANCORP	52,790
11/06	3,120	21,928	UNITED TECHNOLOGIES CORP	29,550
			CONTINUED ON PAGE 3	54,920
				166,176.80
				171,474.40

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

**BERNARD L. MADOFF**  
**INVESTMENT SECURITIES LLC**  
 New York □ London

885 Third Avenue  
 New York, NY 10022  
 (212) 230-2424  
 800 334-1343  
 Fax (212) 838-4061

INVESTMENT SECURITIES LIMITED  
 12 Berkeley Street  
 Mayfair, London W1J 8DT  
 Tel 020 7493 8222

**BULL MARKET FUND**  
**F/K/A BLUMENFELD EMPLOYEES**  
**C/O BLUMENFELD DEV GROUP LTD**  
**300 ROBBINS LANE**  
**SYOSSET**  
**NY 11791**

1-B0081-3-0

11/30/08

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DATE	BOUGHT RESERVE PRICE	SALE PRICE	TR	DESCRIPTION	UNIT PRICE	AMOUNT PAID	AMOUNT RECEIVED
11/06	9,048	22163		VERIZON COMMUNICATIONS	29.980	271,620.04	
11/06	10,608	22398		WELLS FARGO F.C.D. NEW	33.660	357,489.28	
11/06	7,116	22633		WAL-MART STORES INC	56.560	406,101.56	
11/06	16,848	22868		EXXON MOBILE CORP	73.680	1,247,035.04	
11/06				FIDELITY SPARTAN	DIV		2.54
11/06	18,784	10648		U.S. TREASURY MONEY MARKET		18,784.00	
11/06				FIDELITY SPARTAN			
11/06	24,408	48165		U.S. TREASURY MONEY MARKET	1		24,408.00
11/06	1,325,000	48399		U.S. TREASURY MONEY MARKET			
11/06				U.S. TREASURY BILL	99.989		1,324,985.25
11/06				U.S. TREASURY BILL			
11/06	3,925,000	48601		U.S. TREASURY BILL	99.992		3,924,725.00
11/06				U.S. TREASURY BILL			
11/06	3,925,000	48824		U.S. TREASURY BILL	99.960		3,923,430.00
11/06				U.S. TREASURY BILL			
11/06	3,925,000	49033		U.S. TREASURY BILL	99.946		3,923,880.50
11/06				U.S. TREASURY BILL			
11/06	3,925,000	49246		U.S. TREASURY BILL	99.924		3,922,409.50
11/06				U.S. TREASURY BILL			
11/06				CONTAINED ON PAGE 4			

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061

JPMORGAN SECURITIES INTERNATIONAL Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
C/D BLUMENFELD DEV GROUP LTD  
300 ROBBINS LANE  
SYOSSET NY 11791

1-B0081-3-0

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11/30/08

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DATE	ROG	PRICE	DESCRIPTION	PRICE	AMOUNT	AMOUNT
11/06		3,925,000	U.S. TREASURY BILL DUE 04/29/2009	99.928		3,922,174.00
11/06		1,650,000	U.S. TREASURY BILL DUE 2/12/2009	99.902		1,648,983.00
11/06		2,515,000	U.S. TREASURY BILL DUE 03/26/2009	99.802		2,509,904.50
11/06		2,575,000	U.S. TREASURY BILL DUE 04/09/2009	99.751		2,568,588.25
11/06		2,575,000	U.S. TREASURY BILL DUE 04/09/2009	99.726		2,567,944.50
11/07		1,944	APPLE INC	108.800		211,584.20
11/07		3,456	ABBOTT LABORATORIES	56.590		195,713.04
11/07		2,378	ANGEN INC	62.070		147,573.32
11/07		1,728	BOEING CO	58.620		92,758.92
11/07		11,018	BANK OF AMERICA	23.420		258,129.52
11/07		1,296	BAXTER INTERNATIONAL INC	61.740		80,066.04
11/07		2,376	BANK OF NEW YORK MELLON CORP	34.210		81,377.96
11/07		4,320	BRISTOL MYERS SQUIBB COMPANY	22.020		95,097.80
11/07		1,512	AMHEUSER-BUSCH COS INC	64.190		97,110.20
11/07		11,664	CITI GROUP INC	14.410		168,544.24

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES



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**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
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300 ROBBINS LANE  
SYOSSET NY 11791

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Tel 020 7493 6222

1-B0081-3-0

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11/30/08

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DATE	BOUGHT RECEIVED FROM	SELLER INVESTMENT	IN FIN	DESCRIPTION	INVESTMENT INVESTMENT	AMOUNT DEBITED ON YOUR ACCOUNT	AMOUNT CREDITED ON YOUR ACCOUNT
11/07	6,264	25754	CDMAST CORP	CL A	17.390	109,180.96	
11/07	3,240	25989	CONG PHILIPS		53.060	172,043.40	
11/07	12,744	26224	CISCO SYSTEMS INC		47.580	224,548.52	
11/07	3,024	26459	CVS CAREMARK CORP		31.720	96,041.28	
11/07	4,536	26694	CHEVRON CORP		75.450	342,422.20	
11/07	4,104	26929	TIME WALT DISNEY CO		25.620	105,308.48	
11/07	22,680	27404	GENERAL ELECTRIC CO		19.810	450,194.80	
11/07	432	27399	GOOGLE		349.160	150,854.12	
11/07	864	27634	GOLDMAN SACHS GROUP INC		89.070	74,990.48	
11/07	3,672	27869	HOME DEPOT INC		22.480	82,692.56	
11/07	5,400	28104	HEWLETT PACKARD CO		26.820	209,844.00	
11/07	3,024	28339	INTERNATIONAL BUSINESS MACHS		92.430	279,628.32	
11/07	12,096	28574	INTEL CORP		16	194,019.00	
11/07	6,048	28609	JOHNSON & JOHNSON		52.820	374,128.26	
11/07	8,208	29044	J.P. MORGAN CHASE & CO		40.960	356,524.68	
11/07	3,240	29279	KRAFT FOOD INC		29.710	96,389.40	
11/07	4,320	29514	KOCA COLA CO		46.580	201,397.60	
11/07	2,376	29749	MODALIS CORP		97.520	126,738.76	
11/07	2,376	29984	MEDTRONIC INC		44.140	97,848.64	
11/07	1,512	30219	3M COMPANY		64.880	98,158.56	
11/07	4,536	30454	ALTRIA GROUP INC		19.370	88,043.32	
11/07	4,752	30689	BERKLEY CO		30.480	145,030.96	
11/07	17,280	30924	MICROSOFT CORP		22.940	397,094.20	
11/07	8,640	31159	ORACLE CORPORATION		18.470	159,925.80	

CONTINUED ON PAGE 6

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CONTINUED ON PAGE 6

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BULL. MARKET FUND  
F/K/A BLUMENFELD EMPLOYEES  
C/O BLUMENFELD DEV GROUP LTD  
300. ROBBINS LANE  
SYDSEET NY 11791

1-B0081-3-0

6934

11/30/08

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	HOLDING ACQUISITION	SOLD RECEIPTS	TAX	DESCRIPTION	PRICE OF STOCK	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/07	1,728		31664	OCCIDENTAL PETROLEUM CORP.	54.380	94,037.64	
11/07	3,456		32099	PEPSICO INC	58.630	202,763.28	
11/07	14,608		32334	PETZER INC	18	264,971.00	
11/07	6,696		32569	PROCTER & GAMBLE CO	69.180	456,712.28	
11/07	4,536		32804	PHILIP MORRIS INTERNATIONAL	43.640	198,132.04	
11/07	3,672		32029	QUALECOM INC	37.690	138,543.68	
11/07	2,592		33274	SCHLUMBERGER LTD	51.770	134,290.82	
11/07	12,528		33509	AET INC	28.910	362,685.48	
11/07	7,776		33744	TIME WARNER INC	10.110	78,926.36	
11/07	2,160		33979	UNITED PARCEL SVC INC	53.680	116,034.80	
11/07				CLASS B			
11/07	3,888		34214	U.S. BANKCORP.	90.790	349,866.52	
11/07	2,160		34449	UNITED TECHNOLOGIES CORP.	56	121,046.00	
11/07	6,048		34684	VERIZON COMMUNICATIONS	31.810	192,627.88	
11/07	7,344		34919	WELLS FARGO S CO NEW	34.080	250,576.52	
11/07	4,968		35154	WAL-MART STORES INC	58.730	282,092.64	
11/07	11,448		35389	EXXON MOBIL CORP	75.280	862,262.44	
11/07				FIDELITY SPARTAN	DIV		
11/07				U.S. TREASURY MONEY MARKET			
11/07				DIV 11/07/08			
11/07		18,784	10883	FIDELITY SPARTAN	1		18,784.00
11/07				U.S. TREASURY MONEY MARKET			
11/07		2,375,000	11174	U.S. TREASURY BILL	69.923		2,373,171.25
				DUE 02/05/09			
				2/05/2009			
				CONTINUED ON PAGE 7			

**BERNARD L. MADOFF**  
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**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
C/D BLUMENFELD DEV GROUP LTD  
300 ROBBINS LANE  
SYDSEET  
NY 11791

MAVOLI VOUCHERS ARE NOT REVERSIBLE  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

1-B0081-3-0

11/30/08

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DATE	BOUGHT	PAID	PRICE	DESCRIPTION	PRICE	PAID	PRICE
11/07		2,450,000	11382	U S TREASURY BILL DUE 02/19/2009	99.887		2,447,231.50
11/07		2,450,000	11597	U S TREASURY BILL DUE 02/26/2009	99.889		2,447,280.50
11/07		2,450,000	11812	U S TREASURY BILL DUE 03/03/2009	99.856		2,447,317.50
11/07		2,450,000	12019	U S TREASURY BILL DUE 03/10/2009	99.840		2,446,980.00
11/07	1,175,000		12141	U S TREASURY BILL DUE 04/09/2009	99.720	1,171,710.00	
11/07	1,175,000		12361	U S TREASURY BILL DUE 4/16/2009	99.671	1,171,134.25	
11/07	30,199		12581	FEDERAL RESERVE NOTE DUE 4/16/2009	1	30,199.00	
11/10	2,376		35864	APPLE INC.	108.720	258,413.72	
11/10	4,224		36099	ABBOTT LABORATORIES	55.910	236,331.84	
11/10	2,904		36334	AMGEN INC	59.620	173,252.48	
11/10	2,112		36569	BOEING CO	52.190	110,209.28	
11/10	13,728		36894	BANK OF AMERICA	24.050	330,707.40	

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**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
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300 ROBBINS LANE  
SYOSSET  
NY 11791

1-B0081-3-0

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11/30/08

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DATE	BOUGHT	PAID	DESCRIPTION	PRICE PER SHARE	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/10	1,848	37039	BAXTER INTERNATIONAL INC	60.770	112,375.96	
11/10	3,160	37274	BANK OF NEW YORK MELLON CORP	33.480	106,190.64	
11/10	5,544	37509	BRISTOL MYERS SQUIBB COMPANY	21.310	118,436.36	
11/10	1,848	37744	ANHEUSER-BUSCH COS INC	64.090	118,511.32	
11/10	15,048	37979	CITI GROUP INC	14.270	215,335.96	
11/10	7,920	38214	COMCAST CORP	17.410	138,203.20	
11/10	4,224	38449	CONROPHILIPS	54.130	228,613.32	
11/10	16,104	38684	CISCO SYSTEMS INC	18.080	291,804.32	
11/10	3,860	38919	CVS-CAREMARK CORP	31.300	124,106.00	
11/10	5,808	39154	CHEVRON CORP	76.410	445,021.28	
11/10	5,816	39389	THE WALT DISNEY CO	25.660	128,910.56	
11/10	28,776	39624	GENERAL ELECTRIC CO	20.530	591,922.28	
11/10	528	39859	GOOGLE	363.580	191,991.24	
11/10	1,320	40094	GOLDMAN SACHS GROUP INC	92.800	122,389.60	
11/10	4,752	40329	HOME DEPOT INC	25.930	109,628.56	
11/10	6,864	40564	HENRIET PACKARD CO	37.290	256,232.56	
11/10	3,696	40759	INTERNATIONAL BUSINESS MACHS	92.660	342,619.36	
11/10	15,576	41014	INTEL CORP	19.880	297,969.88	
11/10	7,656	41269	JOHNSON & JOHNSON	61.320	469,771.92	
11/10	10,032	41504	J.P. MORGAN CHASE & CO	41.730	419,036.36	
11/10	4,224	41729	KRAFT FOOD INC	30.100	127,310.60	
11/10	5,544	41974	GOOGA COLA CO	45.500	252,473.00	
11/10	3,168	42209	MCDONALDS CORP	57.230	181,430.64	
11/10	3,168	42444	MEDTRONIC INC	40.380	127,796.40	

CONTINUED ON PAGE 9



**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

BULL MARKET FUND  
F/K/A BLUMENFELD EMPLOYEES  
C/O BLUMENFELD DEV GROUP LTD  
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11/30/08

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DATE	AMOUNT PAID	1950 1951	1952 1953	1954 1955	1956 1957	1958 1959	1960 1961	1962 1963	1964 1965	1966 1967	1968 1969	1970 1971	1972 1973	1974 1975	1976 1977	1978 1979	1980 1981	1982 1983	1984 1985	1986 1987	1988 1989	1990 1991	1992 1993	1994 1995	1996 1997	1998 1999	2000 2001	2002 2003	2004 2005	2006 2007	2008 2009	2010 2011	2012 2013	2014 2015	2016 2017	2018 2019	2020 2021	2022 2023	2024 2025	2026 2027	2028 2029	2030 2031	2032 2033	2034 2035	2036 2037	2038 2039	2040 2041	2042 2043	2044 2045	2046 2047	2048 2049	2050 2051	2052 2053	2054 2055	2056 2057	2058 2059	2060 2061	2062 2063	2064 2065	2066 2067	2068 2069	2070 2071	2072 2073	2074 2075	2076 2077	2078 2079	2080 2081	2082 2083	2084 2085	2086 2087	2088 2089	2090 2091	2092 2093	2094 2095	2096 2097	2098 2099	2100 2101	2102 2103	2104 2105	2106 2107	2108 2109	2110 2111	2112 2113	2114 2115	2116 2117	2118 2119	2120 2121	2122 2123	2124 2125	2126 2127	2128 2129	2130 2131	2132 2133	2134 2135	2136 2137	2138 2139	2140 2141	2142 2143	2144 2145	2146 2147	2148 2149	2150 2151	2152 2153	2154 2155	2156 2157	2158 2159	2160 2161	2162 2163	2164 2165	2166 2167	2168 2169	2170 2171	2172 2173	2174 2175	2176 2177	2178 2179	2180 2181	2182 2183	2184 2185	2186 2187	2188 2189	2190 2191	2192 2193	2194 2195	2196 2197	2198 2199	2200 2201	2202 2203	2204 2205	2206 2207	2208 2209	2210 2211	2212 2213	2214 2215	2216 2217	2218 2219	2220 2221	2222 2223	2224 2225	2226 2227	2228 2229	2230 2231	2232 2233	2234 2235	2236 2237	2238 2239	2240 2241	2242 2243	2244 2245	2246 2247	2248 2249	2250 2251	2252 2253	2254 2255	2256 2257	2258 2259	2260 2261	2262 2263	2264 2265	2266 2267	2268 2269	2270 2271	2272 2273	2274 2275	2276 2277	2278 2279	2280 2281	2282 2283	2284 2285	2286 2287	2288 2289	2290 2291	2292 2293	2294 2295	2296 2297	2298 2299	2300 2301	2302 2303	2304 2305	2306 2307	2308 2309	2310 2311	2312 2313	2314 2315	2316 2317	2318 2319	2320 2321	2322 2323	2324 2325	2326 2327	2328 2329	2330 2331	2332 2333	2334 2335	2336 2337	2338 2339	2340 2341	2342 2343	2344 2345	2346 2347	2348 2349	2350 2351	2352 2353	2354 2355	2356 2357	2358 2359	2360 2361	2362 2363	2364 2365	2366 2367	2368 2369	2370 2371	2372 2373	2374 2375	2376 2377	2378 2379	2380 2381	2382 2383	2384 2385	2386 2387	2388 2389	2390 2391	2392 2393	2394 2395	2396 2397	2398 2399	2400 2401	2402 2403	2404 2405	2406 2407	2408 2409	2410 2411	2412 2413	2414 2415	2416 2417	2418 2419	2420 2421	2422 2423	2424 2425	2426 2427	2428 2429	2430 2431	2432 2433	2434 2435	2436 2437	2438 2439	2440 2441	2442 2443	2444 2445	2446 2447	2448 2449	2450 2451	2452 2453	2454 2455	2456 2457	2458 2459	2460 2461	2462 2463	2464 2465	2466 2467	2468 2469	2470 2471	2472 2473	2474 2475	2476 2477	2478 2479	2480 2481	2482 2483	2484 2485	2486 2487	2488 2489	2490 2491	
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**BERNARD L. MADOFF**  
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**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
C/O BLUMENFELD DEV GROUP LTD  
300 ROBBINS LANE  
SYOSSET  
NY 11791

MAJOR U.S. BANKS  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

1-80081-3-0

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11/30/08

10

DATE	BOLLEIGHT RESERVED OR LONG	SOLD BEFORE OR LONG	FIN	DESCRIPTION	IN DEBIT SYMBOL	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/10		30,199	12816	FIDELITY SPARTAN U.S. TREASURY MONEY MARKET DUE 03/19/2009	1		30,199.00
11/10		2,600,000	10204	U.S. TREASURY BILL DUE 03/19/2009	99-0667		2,596,542.00
11/10		2,575,000	13423	U.S. TREASURY BILL DUE 03/26/2009	99-0834		2,570,725.50
11/10		2,575,000	13625	U.S. TREASURY BILL DUE 4/02/2009	99-0770		2,569,077.50
11/10		3,750,000	13826	U.S. TREASURY BILL DUE 04/09/2009	99-0742		3,740,805.00
11/10		1,175,000	14061	U.S. TREASURY BILL DUE 4/16/2009	99-0666		1,171,310.50
11/10	50,000		14281	U.S. TREASURY BILL DUE 4/16/2009	99-6886	49,843.00	
11/10	685		14508	FIDELITY SPARTAN U.S. TREASURY MONEY MARKET DUE 04/16/2009	1	685.00	
11/14		10,400	29442	U.S. TREASURY MONEY MARKET DUE 04/16/2009	99-0666		10,000.00
11/14				FIDELITY SPARTAN U.S. TREASURY MONEY MARKET DUE 04/16/2009	DIV		100,672.00
				CONTINUED ON PAGE 11			.05

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES



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**BULL MARKET FUND**  
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MANUL SECURITIES INTERNATIONAL LIMITED  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

1-B0081-3-0

\*\*\*\*\*6934

11/30/08

12

DATE	PRICE	QUANTITY	AMOUNT	AMOUNT	AMOUNT	AMOUNT
DATE	PRICE	QUANTITY	AMOUNT	AMOUNT	AMOUNT	AMOUNT
11/19	3,525,000	54708	U S TREASURY BILL DUE 03/26/2009	99.926	3,522,391.50	
11/19	9,120	59098	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	9,120.00	
11/20	3,525,000	63699	CHECK U S TREASURY BILL DUE 03/26/2009	99.952	675,000.00	
11/20	2,850,000	63937	U S TREASURY BILL DUE 03/26/2009	99.947	2,848,489.50	
11/20	171	64175	FIDELITY SPARTAN U S TREASURY MONEY MARKET	1	171.00	
11/25	682	64427	APPLE INC	85.070	75,066.14	
11/25	1,568	64625	ABBOTT LABORATORIES	54.140	84,955.52	
11/25	1,078	64693	ANGEN INC	53.630	57,856.14	
11/25	4,928	65132	BANK OF AMERICA	12.980	65,073.04	
11/25	588	65369	BAYER INTERNATIONAL INC	52.570	30,934.56	
11/25	1,176	65607	BANK OF NEW YORK MELLON CORP	24.690	29,082.44	
11/25	1,960	65845	BRISTOL MYERS SQUIBB COMPANY	20.140	39,552.40	
11/25	5,684	66083	CITICORP INC	6.100	34,892.40	
11/25	490	66271	GENERAL PAPER CO	62.690	30,722.40	
11/25	2,842	66559	GENCAST CORP	13.970	39,815.74	
11/25			CL A			

CONTINUED ON PAGE 13

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
C/O BLUMENFELD DEV GROUP LTD  
300 ROBBINS LANE  
SYOSSET  
NY 11791

885 Third Avenue  
New York, NY 10022  
(212) 280-2424  
800 334-1343  
Fax (212) 838-4061

INVESTMENT SECURITIES LIMITED  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

1-B0081-3-0

11/30/08

13

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DATE	BUY/SELL	PRICE	DESCRIPTION	PAID FOR \$ (USD)	AMOUNT DEBITED TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
11/25		1,568	CONDOPHILIPS	45.100	70.778.80	
11/25		5,880	CISCO SYSTEMS INC	14.970	88.258.60	
11/25		1,470	GVS CAREMARK CORP	27.040	39.886.80	
11/25		2,058	CHEVRON CORP	68.720	141,487.18	
11/25		1,862	THE WALT DISNEY CO	19.760	36,867.12	
11/25		686	EXELON CORP	48.740	33,462.64	
11/25		10,780	GENERAL ELECTRIC CO	14.010	153,438.80	
11/25		196	GOOGLE	275	53,907.00	
11/25		1,666	HOME DEPOT INC	19.530	32,602.98	
11/25		2,450	HEWLETT-PACKARD CO	32.990	80,923.50	
11/25		1,372	INTERNATIONAL BUSINESS MACHS	75.080	103,063.76	
11/25		5,684	INTEL CORP	12.270	69,969.68	
11/25		2,842	JOHNSON & JOHNSON	57.650	163,954.30	
11/25		3,724	J.P. MORGAN CHASE & CO	27.760	103,526.24	
11/25		1,470	KRAFT FOODS INC	25.900	38,131.00	
11/25		1,960	ORACLE CORP	42.040	82,476.40	
11/25		1,078	MC DONALD'S CORP	55	59,333.80	
11/25		1,176	MEDTRONIC INC	30.800	36,267.80	
11/25		686	5M COMPANY	58.280	40,007.08	
11/25		2,058	ALTRIA GROUP INC	16.250	33,024.50	
11/25		2,156	MERCK & CO	25	53,986.00	
11/25		7,840	MICROSOFT CORP	18.100	142,217.00	
11/25		3,820	ORACLE CORPORATION	16.050	63,072.00	
11/25		852	OCIDENTAL PETROLEUM CORP	44.570	39,345.94	
11/25		1,568	PEPSICO INC	51.800	81,284.40	

CONTINUED ON PAGE 14



12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

DATE	BOUGHT RECEIVED FROM	SOLD PAID TO	RN	DESCRIPTION	QUANTITY NO. OF SHARES	AMOUNT PAID TO BROKERAGE	AMOUNT RECEIVED FROM BROKERAGE	AMOUNT RECEIVED FROM BROKERAGE
11/25	67,762		73,223	PFIZER INC	15,320		103,863.84	
11/25	2,940		73,461	PROCTER & GAMBLE CO.	61,940		182,220.60	
11/25	2,058		73,699	PHILIP MORRIS INTERNATIONAL	36,380		74,952.04	
11/25	1,866		73,937	QUALCOMM INC	29,850		49,796.10	
11/25	1,176		74,175	SCHLUMBERGER LTD	46,270		54,460.52	
11/25	5,880		74,413	AETAI INC	25		141,235.00	
11/25	3,626		74,651	LOWE PARTNER INC	18,010		29,189.26	
11/25	980		74,889	UNITED PARCEL SVC INC	50,760		49,783.80	
11/25	1,764		75,127	U-S BANCORP	23,400		41,347.60	
11/25	980		75,365	UNITED TECHNOLOGIES CORP	44,890		41,001.20	
11/25	2,842		75,603	VERIZON COMMUNICATIONS	26,578		75,624.94	
11/25	3,822		75,841	WELLS FARGO & CO NEW	23,820		91,192.04	
11/25	2,254		76,079	WAL-MART STORES INC	51,450		116,058.30	
11/25	1,372		76,317	KROGER	38		46,330.00	
11/25	5,292		76,555	EXXON-MOBIL CORP	72		381,235.00	
11/25				FIDELITY SPARTAN		DIV		
11/25				U-S-TREASURY-MONEY-MARKET				
11/25				DIV 10/25/08				
11/25		97,291	77,122	FIDELITY SPARTAN	1			97,291.00
11/25				U S TREASURY-MONEY MARKET				
11/25		37,725.000	77,386	U-S-TREASURY-BILL				
11/25				DOE 4/16/2009				
11/25				4/15/2009				
11/25	42,963		77,681	FIDELITY SPARTAN	1			
11/25				U-S-TREASURY-MONEY-MARKET				
11/25				CONTINUED ON PAGE 15				
							42,963.00	
								3,720,455.50

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

683 India Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061

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Fax (212) 838-4061

12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

NY 11791

1-B0081-3-0

11/30/08

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DATE	ACCOUNT	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT
DATE	ACCOUNT	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT
11/26	5,000	CHECK	1	5,000.00	5,000.00
11/26	100	FIDELITY SPARTAN U.S. TREASURY MONEY MARKET BAXTER INTERNATIONAL INC CHECK	52.640	50,000.00	5,260.00
11/28	78108	FIDELITY SPARTAN U.S. TREASURY MONEY MARKET DIV 11/28/08	1	47,963.00	2.26
11/28	78257	FIDELITY SPARTAN U.S. TREASURY MONEY MARKET	1	47,963.00	2.26
11/28	79124	FIDELITY SPARTAN U.S. TREASURY MONEY MARKET	1	47,963.00	2.26
11/28	3,226	NEW BALANCE	1	5,119,352.95	5,119,352.95
11/28	53,496	SECURITY POSITIONS	1	5,119,352.95	5,119,352.95
11/28	14,240	AT&T INC	1	5,119,352.95	5,119,352.95
11/28	18,690	ABBOTT LABORATORIES	1	5,119,352.95	5,119,352.95
11/28	8,790	ALTRIA GROUP INC	1	5,119,352.95	5,119,352.95
11/28	8,010	AMGEN INC	1	5,119,352.95	5,119,352.95
11/28	45,966	APPLE INC	1	5,119,352.95	5,119,352.95
11/28	10,664	BANK OF AMERICA	1	5,119,352.95	5,119,352.95
11/28	5,204	BANK OF NEW YORK MELLON CORP	1	5,119,352.95	5,119,352.95
11/28	6,336	BAXTER INTERNATIONAL INC	1	5,119,352.95	5,119,352.95
11/28	6,336	BOEING CO	1	5,119,352.95	5,119,352.95

CONTINUED ON PAGE 16

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

**PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES**

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York □ London

885 Third Avenue  
New York, NY 10022  
(212) 230-2424  
800 334-1343  
Fax (212) 838-4061

BERNARD L. MADOFF  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
C/O BLUMENFELD DEV GROUP LTD  
300 ROBBINS LANE  
SYOSSET  
NY 11791

1-B0081-3-0

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11/30/08

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DATE	BOUGHT RECEIVED/DELIVERED	SALE DELIVERED/RECEIVED	TRAIL	DESCRIPTION	PRICE OF SALE	AMOUNT PAID TO YOUR ACCOUNT	AMOUNT CREDITED TO YOUR ACCOUNT
18,064				BRISTOL MYERS SQUIBB COMPANY	20.700		
13,134				CVS CAREMARK CORP	28.930		
18,954				CHEVRON CORP	19.010		
53,760				CISCO SYSTEMS INC	16.540		
49,868				CITI GROUP INC	8.290		
18,064				GOOG-GOGLA-CO	46.870		
490				GOLOSATE PAINRELIEF CO	65.010		
26,386				COMCAST CORP	17.340		
14,024				CL A			
17,222				CONOCOPhillips	52.530		
686				THE WALT DISNEY CO	22.560		
47,844				EXXON CORP	50.210		
95,620				EXXON MOBIL CORP	80.150		
3,432				GENERAL ELECTRIC CO	17.170		
1,780				GEEDMAN SACHS GROUP INC	78.990		
22,514				GOOGLE	292.960		
15,706				HENLETT PACKARD CO	35.280		
51,140				HOME DEPOT INC	23.110		
12,460				INTEL CORP	13.800		
33,820				INTERNATIONAL BUSINESS MACHS	61.600		
25,594				J.P. MORGAN CHASE & CO	31.660		
13,926				KRAFT FOOD INC	27.210		
10,366				MCDONALDS CORP	58.750		
10,464				MEDTRONIC INC	30.520		

CONTINUED ON PAGE 107

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES



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INVESTMENT SECURITIES LLC  
New York ☐ London

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800 334-1343  
Fax (212) 838-4061

MANUAL Securities International Limited  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
C/O BLUMENFELD DEV GROUP LTD  
300 ROBBINS LANE  
SYOSSET  
NY 11791

1-B0081-3-0

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11/30/08

17

DATE	BOUGHT RECEIVED ON LONG	SOLD DELETED OR SHORT	TEN	DESCRIPTION	PRICE OR SYMBOL	AMOUNT BOUGHT OR SOLD	AMOUNT BOUGHT OR SOLD
	19,580			MERCK & CO	26.720		
	11,716			MICROSOFT CORP	20.220		
	7,794			OCCIDENTAL PETROLEUM CORP	24.140		
	36,176			GRAFEL CORPORATION	16.090		
	14,240			PEPSICO INC	56.700		
	61,722			PFIZER INC	16.430		
	19,002			PHILIP MORRIS INTERNATIONAL	42.160		
	27,492			PROCTER & GAMBLE CO	64.250		
	15,130			QUALCOMM INC	33.570		
	10,944			SCHLUMBERGER LTD	50.740		
	3,226			EDHELYN SPANIAN	1		
	6,230			U.S. TREASURY MONEY MARKET			
	22,050			3M COMPANY	66.930		
	16,020			TIME WARNER INC	9.050		
	8,900			U.S. BANCORP	26.980		
	25,658			UNITED PARCEL SVC INC	57.600		
	20,470			CLASS B			
	30,750			UNITED TECHNOLOGIES CORP	48.530		
	1,372			VERIZON COMMUNICATIONS	32.050		
				WAL-MART STORES INC	55.080		
				WELLS FARGO & CO NEW	28.890		
				WYETH	36.010		
				MARKET VALUE OF SECURITIES			
				LONG			
				SHORT			
				37,919,842.86			

PLEASE RETAIN THIS STATEMENT FOR INCOME TAX PURPOSES

**BERNARD L. MADOFF**  
INVESTMENT SECURITIES LLC  
New York ☐ London

889 Third Avenue  
New York, NY 10022  
(212) 230-2424  
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MADOFF SECURITIES LIMITED  
12 Berkeley Street  
Mayfair, London W1J 8DT  
Tel 020 7493 6222

**BULL MARKET FUND**  
F/K/A BLUMENFELD EMPLOYEES  
C/O BLUMENFELD DEV GROUP LTD  
300 ROBBINS LANE  
SYOSSET  
NY 11791

1-B0081-4-0

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11/30/08

1

DATE	BOUGHT RECEIVED OR LONG	BOUGHT RECEIVED OR LONG	PRICE	AMOUNT PAID	AMOUNT RECEIVED TO YOU	AMOUNT RECEIVED TO YOU
11/06		312	10072	S.E.P. 100 INDEX NOVEMBER 470 CALL	20,300	1,428,341.00
11/06	312	19108	NOVEMBER 460 PUT	20,500	639,912.00	633,048.00
11/07	216	31629	NOVEMBER 470 CALL	22	27,984.00	27,984.00
11/07	216	31629	S.E.P. 100 INDEX NOVEMBER 460 PUT	13,800	298,296.00	298,296.00
11/10	264	44089	S.E.P. 100 INDEX NOVEMBER 475 CALL	16,800	443,784.00	443,784.00
11/19	792	30303	S.E.P. 100 INDEX NOVEMBER 470 CALL	30	2,376,792.00	2,376,792.00
11/19	528	30779	S.E.P. 100 INDEX NOVEMBER 470 CALL	900	24,024.00	24,024.00
11/19	264	31255	S.E.P. 100 INDEX NOVEMBER 475 PUT	59	1,557,336.00	1,557,336.00

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New York, NY 10022  
(212) 230-2424  
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Mayfair, London W1J 8DT  
Tel 020 7493 6223

1-30081-4-0

11/30/08

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Schedule K-1  
(Form 1065)

2007

For calendar year 2007, or tax

year beginning

ending

Department of the Treasury  
Internal Revenue ServicePartner's Share of Income, Deductions,  
Credits, etc.

▶ See separate instructions.

☐ Final K-1☐ Amended K-1

OMB No. 1545-0099

Part III Partner's Share of Current Year Income,  
Deductions, Credits, and Other Items

1 Ordinary business income (loss)	15 Credits
0.	
2 Net rental real estate income (loss)	
	16 Foreign transactions
3 Other net rental income (loss)	
4 Guaranteed payments	
5 Interest income	
1,678.	
6a Ordinary dividends	
932.	17 Alternative min tax (AMT) items
6b Qualified dividends	
7 Royalties	
	18 Tax-exempt income and nondeductible expenses
8 Net short-term capital gain (loss)	
8,795.	
9a Net long-term capital gain (loss)	
9b Collectibles (28%) gain (loss)	19 Distributions
9c Unrecaptured sec 1250 gain	
	20 Other information
10 Net section 1231 gain (loss)	A 2,610.
	W* 1,678.
11 Other income (loss)	
C 340.	
12 Section 179 deduction	
13 Other deductions	
14 Self-employment earnings (loss)	

\*See attached statement for additional information.

For IRS Use Only

## Part I Information About the Partnership

A Partnership's employer identification number  
11-2796934

B Partnership's name, address, city, state, and ZIP code

BULL MARKET FUND  
300 ROBBINS LANE  
SYOSSET, NY 11791C IRS Center where partnership filed return  
OGDEN, UTD ☐ Check if this is a publicly traded partnership (PTP)

## Part II Information About the Partner

E Partner's identifying number

11-2804596

F Partner's name, address, city, state, and ZIP code

45 SOUTH SERVICE ROAD  
300 ROBBINS LANE  
SYOSSET, NY 11791G ☒ General partner or LLC member-manager ☐ Limited partner or other LLC memberH ☒ Domestic partner ☐ Foreign partner

I What type of entity is this partner? PARTNERSHIP

J Partner's share of profit, loss, and capital:

	Beginning	Ending
Profit	VARIOUS%	VARIOUS%
Loss	VARIOUS%	VARIOUS%
Capital	VARIOUS%	VARIOUS%

K Partner's share of liabilities at year end:

Nonrecourse	\$	
Qualified nonrecourse financing	\$	
Recourse	\$	0.

L Partner's capital account analysis:

Beginning capital account	\$	82,336.
Capital contributed during the year	\$	85,000.
Current year increase (decrease)	\$	11,745.
Withdrawals & distributions	\$(	
Ending capital account	\$	179,081.

☒ Tax basis ☐ GAAP ☐ Section 704(b) book  
☐ Other (explain)

**MEMORANDUM**

**TO:** 45 South Service Road, LLC  
**FROM:** Harvey Cohen  
**RE:** Bull Market Fund  
**DATE:** December 31, 2008

---

Please find below your balance in the Bull Market Fund as of December 10, 2008. This includes your November 30, 2008 balance plus any additions, if applicable, made subsequent to November 30, 2008 and sent to Bernard L. Madoff Investment Securities, LLC.

Account Balance as of December 10, 2008: \$234,846

Please call me if I can be of further service.

100116U060597

**45 South Service Road, LLC  
Operating Agreement**

This Operating Agreement (this "Agreement") is entered into as of this 12th day of May, 1997, by and among BDG Asset Management, Inc., as General Manager and the Members who are the signatories hereto.

**EXPLANATORY STATEMENT**

The parties have agreed to organize and operate a limited liability company in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

**Article I  
Defined Terms**

The following terms shall have the meaning specified in this Article I. Other terms are defined in the text of this Agreement; and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them in their definitions.

"Adjusted Capital Account Deficit" means, with respect to any Economic Interest Holder, the deficit balance, if any, in the Economic Interest Holder's Capital Account as of the end of the relevant taxable year, after giving effect to the following adjustments:

(i) the deficit shall be decreased by the amounts which the Economic Interest Holder is obligated to restore pursuant to Section 4.4.2 or is deemed obligated to restore pursuant to Regulation Section 1.704-1(b)(2)(ii)(c); and

(ii) the deficit shall be increased by the items described in Regulation Sections 1.704-1(b)(2)(ii)-(d)(4), (5), and (6).

"Adjusted Capital Balance" means, as of any day, an Economic Interest Holder's total Capital Contributions less all amounts actually distributed to the Economic Interest Holder pursuant to Sections 4.2.3.4.1 and 4.4 hereof. If any Economic Interest is transferred in accordance with the terms of this Agreement, the transferee shall succeed to the Adjusted Capital Balance of the

transferor to the extent the Adjusted Capital Balance relates to the Economic Interest transferred.

"Affiliate" means, with respect to any Member, any Person: (i) which owns more than 50% of the voting interests in the Member; or (ii) in which the Member owns more than 50% of the voting interests; or (iii) in which more than 50% of the voting interests are owned by a Person who has a relationship with the Member described in clause (i) or (ii) above or (iv) who otherwise controls, is controlled by, or under common control with, another Person.

"Agreement" means this Operating Agreement, as amended from time to time.

"Capital Account" means the account to be maintained by the Company for each Economic Interest Holder in accordance with the following provisions:

(i) an Economic Interest Holder's Capital Account shall be credited with the Economic Interest Holder's Capital Contributions, the amount of any Company liabilities assumed by the Economic Interest Holder (or which are secured by Company property distributed to the Economic Interest Holder), the Economic Interest Holder's distributive share of Profit and any item in the nature of income or gain specially allocated to the Economic Interest Holder pursuant to the provisions of Article IV (other than Section 4.3.3); and

(ii) an Economic Interest Holder's Capital Account shall be debited with the amount of money and the fair market value of any Company property distributed to the Economic Interest Holder, the amount of any liabilities of the Economic Interest Holder assumed by the Company (or which are secured by property contributed by the Economic Interest Holder to the Company), the Economic Interest Holder's distributive share of Loss and any item in the nature of expenses or losses specially allocated to the Economic Interest Holder pursuant to the provisions of Article IV (other than Section 4.3.3).

If any Economic Interest is transferred pursuant to the terms of this Agreement, the transferee shall succeed to the Capital Account of the transferor to the extent the Capital Account is attributable to the transferred Economic Interest. If the book value of Company property is adjusted pursuant to Section 4.3.3, the Capital Account of each Economic Interest Holder shall be adjusted to reflect the aggregate adjustment in the same manner as if the Company had recognized gain or loss equal to the amount of such aggregate adjustment. It is intended that the Capital Accounts of all Economic Interest Holders shall be maintained in compliance with the provisions of Regulation



Section 1.704-1(b), and all provisions of this Agreement relating to the maintenance of Capital Accounts shall be interpreted and applied in a manner consistent with that Regulation.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Company by a Member, net of liabilities assumed or to which the assets are subject.

"Capital Proceeds" means the gross receipts received by the Company from a Capital Transaction.

"Capital Transaction" means any transaction not in the ordinary course of business which results in the Company's receipt of cash or other consideration other than Capital Contributions, including, without limitation, proceeds of sales or exchanges or other dispositions of property not in the ordinary course of business, financings, refinancings, condemnations, recoveries of damage awards, and insurance proceeds.

"Cash Flow" means all cash funds derived from operations of the Company (including interest received on reserves), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses and to pay or establish reasonable reserves for future expenses, debt payments, capital improvements, and replacements as determined by the General Manager. Cash Flow shall not include Capital Proceeds but shall be increased by the reduction of any reserve previously established.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

"Company" means the limited liability company formed in accordance with this Agreement.

"Economic Interest" means a Person's share of the Profits and Losses of, and the right to receive distributions from, the Company.

"Economic Interest Holder" means any Person who holds an Interest, whether as a Member or an unadmitted assignee of a Member.

"Family" means a Member's or a partner of a Member's spouse, lineal ancestors or descendants by birth or adoption, siblings, and trusts for the exclusive benefit of a Member or a partner of a Member or any of the foregoing individuals.

"General Manager" means the Person designated as such in Article V.

"Involuntary Withdrawal" means, with respect to any Member, the occurrence of any of the following events:

- (i) the Member makes an assignment for the benefit of creditors;
- (ii) the Member files a voluntary petition of bankruptcy;
- (iii) the Member is adjudged bankrupt or insolvent or there is entered against the Member an order for relief in any bankruptcy or insolvency proceeding;
- (iv) the Member files a petition seeking for the Member any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;
- (v) the Member seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Member or of all or any substantial part of the Member's properties;
- (vi) the Member files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Member in any proceeding described in Subsections (i) through (v);
- (vii) any proceeding against the Member seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for one hundred twenty (120) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Member or all or any substantial part of the Member's properties without the Member's agreement or acquiescence, which appointment is not vacated or stayed for one hundred twenty (120) days or, if the appointment is stayed, for one hundred twenty (120) days after the expiration of the stay during which period the appointment is not vacated;
- (viii) if the Member is an individual, the Member's death, incapacity, or adjudication by a court of competent jurisdiction as incompetent to manage the Member's person or property;
- (ix) if the Member is acting as a Member by virtue of being a trustee of a trust, the termination of the trust;
- (x) if the Member is a partnership or limited liability company, the dissolution and commencement of winding up of the partnership or limited liability company;

(xi) if the Member is a corporation, the dissolution of the corporation or the revocation of its charter;

(xii) if the Member is an estate, the distribution by the fiduciary of the estate's entire interest in the Company;

"Law" means the New York Limited Liability Company Law, as amended from time to time.

"Member" means each Person who has signed this Agreement and any Person who subsequently is admitted as a member of the Company.

"Membership Interest" means all of the rights of a Member in the Company, including a Member's: (i) Economic Interest; (ii) right to inspect the Company's books and records; (iii) right to participate in the management of and vote on matters coming before the Company; and (iv) unless this Agreement or the Articles of Organization provide to the contrary, right to act as an agent of the Company.

"Member Loan Nonrecourse Deductions" means any Company deductions that would be Nonrecourse Deductions if they were not attributable to a loan made or guaranteed by a Member within the meaning of Regulation Section 1.704-2(i).

"Minimum Gain" has the meaning set forth in Regulation Section 1.704-2(d). Minimum Gain shall be computed separately for each Economic Interest Holder in a manner consistent with the Regulations under Code Section 704(b).

"Negative Capital Account" means a Capital Account with a balance of less than zero.

"Nonrecourse Deductions" has the meaning set forth in Regulation Section 1.704-2(b)(1). The amount of Nonrecourse Deductions for a taxable year of the Company equals the net increase, if any, in the amount of Minimum Gain during that taxable year, determined according to the provisions of Regulation Section 1.704-2(c).

"Nonrecourse Liability" means any liability of the Company with respect to which no Member has personal liability, as determined in accordance with Code Section 752 and the Regulations promulgated thereunder.

"Percentage" means, as to a Member, the percentage set forth after the Member's name on Exhibit A, as amended from time to time, and as to an Economic Interest Holder who is not a Member, the Percentage of the Member whose Economic Interest has been acquired by such Economic Interest Holder, to the extent the

Economic Interest Holder has succeeded to that Member's Economic Interest.

"Person" means and includes an individual, corporation, partnership, association, limited liability company, trust, estate, or other entity.

"Positive Capital Account" means a Capital Account with a balance greater than zero.

"Profit" and "Loss" means, for each taxable year of the Company (or other period for which Profit or Loss must be computed), the Company's taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

(i) all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; and

(ii) any tax-exempt income of the Company, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and

(iii) any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and

(iv) gain or loss resulting from any taxable disposition of Company property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and

(v) in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset; and

(vi) notwithstanding any other provision of this definition, any items which are specially allocated pursuant to Section 4.3 hereof shall not be taken into account in computing Profit or Loss.

"Regulation" means the income tax regulations, including any temporary regulations, from time to time promulgated under the Code.

"Transfer" means, when used as a noun, any sale, hypothecation, pledge, assignment, attachment, or other transfer, and, when used as a verb, means to sell, hypothecate, pledge, assign, or otherwise transfer.

"Voluntary Withdrawal" means a Member's disassociation with the Company by means other than a Transfer or an Involuntary Withdrawal.

## Article II

### Formation and Name; Office; Purpose; Term

2.1. *Organization.* The parties hereby organize a limited liability company pursuant to the Law and the provisions of this Agreement and, for that purpose, have caused Articles of Organization to be prepared, executed and filed with the New York Department of State on February 2, 1997.

2.2. *Name of the Company.* The name of the Company shall be 45 South Service Road, LLC. The Company may do business under that name and under any other name or names which the General Manager selects. If the Company does business under a name other than that set forth in its Articles of Organization, then the Company shall file a certificate with the Department of State as required by General Business Law § 130. Its office shall be located in Nassau County.

2.3. *Purpose.* The Company is organized solely to purchase, acquire, buy, sell, own, trade in, hold, develop, lease, manage, subdivide, and otherwise deal in and with the real property and improvements thereon known as 45 South Service Road, Plainview, New York, and to do any and all things necessary, convenient, or incidental to that purpose.

2.4. *Term.* The term of the Company shall begin upon the date of execution of this Operating Agreement and shall continue until January 31, 2095, unless its existence is sooner terminated pursuant to Article VII of this Agreement.

2.5. *Agent for Service of Process.* The Secretary of State is designated as agent of the Company upon whom process against it may be served. The post office address within or without this state to which the Secretary of State shall mail a copy of any process against the Company served upon him or her is:

c/o Blumenfeld Development Group, Ltd.  
6800 Jericho Turnpike  
Syosset, New York 11791

2.6. *Members.* The name, present mailing address, taxpayer identification number, and Percentage of each Member are set forth on Exhibit A.

**Article III**  
**Members; Capital; Capital Accounts**

3.1. *Initial Capital Contributions.* Upon the execution of this Agreement, the Members shall contribute to the Company cash in the amounts respectively set forth on Exhibit A as its initial capital contribution.

3.2. *No Additional Capital Contributions.* No Member shall be required to contribute any additional capital to the Company, and no Member shall have any personal liability for any obligation of the Company, including compensation to and/or indemnification of the General Manager.

3.3. *No Interest on Capital Contributions.* Economic Interest Holders shall not be paid interest on their Capital Contributions.

3.4. *Return of Capital Contributions.* Except as otherwise provided in this Agreement, no Economic Interest Holder shall have the right to receive any return of any Capital Contribution.

3.5. *Form of Return of Capital.* If an Economic Interest Holder is entitled to receive a return of a Capital Contribution, the Economic Interest Holder shall not have the right to receive anything but cash in return of the Economic Interest Holder's Capital Contribution.

3.6. *Capital Accounts.* A separate Capital Account shall be maintained for each Economic Interest Holder.

3.7. *Loans.* Any Member may, at any time, make or cause a loan to be made to the Company in any amount and on such arms' length commercially reasonable terms as shall be determined by the General Manager. The General Manager, may, at any time, make or cause a loan to be made to the Company in any amount and on such arms' length commercially reasonable terms as approved by a majority in interest of the Members. If a Member or the General Manager makes a loan to the Company, such entity may be referred, to herein as a "Lending Party," and such loan may be referred to herein as a "Loan").

**Article IV**  
**Profit, Loss, and Distributions**

**4.1. Distributions of Cash Flow and Allocations of Profit or Loss Other than Capital Transactions.**

4.1.1. *Profit or Loss Other Than from a Capital Transaction.* After giving effect to the special allocations set forth in Section 4.3, for any taxable year of the Company, Profit or Loss (other than Profit or Loss resulting from a Capital Transaction, which Profit or Loss shall be allocated in accordance with the provisions of Sections 4.2.1 and 4.2.2) shall be allocated to the Economic Interest Holders in proportion to their Percentages.

4.1.2. *Cash Flow.* Cash Flow for each taxable year of the Company shall be distributed to the Economic Interest Holders in proportion to their Percentages no later than ninety (90) days after the end of the taxable year.

**4.2. Distributions of Capital Proceeds and Allocation of Profit or Loss from Capital Transactions.**

4.2.1. *Profit.* After giving effect to the special allocations set forth in Section 4.3., Profit from a Capital Transaction shall be allocated as follows:

4.2.1.1. If one or more Economic Interest Holders has a Negative Capital Account, to those Economic Interest Holders, in proportion to their Negative Capital Accounts, until all of those Negative Capital Accounts have been increased to zero.

4.2.1.2. Any Profit not allocated pursuant to Section 4.2.1.1 shall be allocated to the Economic Interest Holders in proportion to, and to the extent of, the amounts distributable to them pursuant to Section 4.2.3.4.1 and 4.2.3.4.2.

4.2.1.3. Any Profit in excess of the foregoing allocations shall be allocated to the Economic Interest Holders in proportion to their Percentages.

4.2.2. *Loss.* After giving effect to the special allocations set forth in Section 4.3, Loss from a Capital Transaction shall be allocated as follows:

4.2.2.1. If one or more Economic Interest Holders has a Positive Capital Account, to those Economic Interest Holders, in proportion to their Positive Capital Accounts, until all Positive Capital Accounts have been reduced to zero.



4.2.2.2. Any Loss not allocated to reduce Positive Capital Accounts to zero pursuant to Section 4.2.2.1 shall be allocated to the Economic Interest Holders in proportion to their Percentages.

4.2.3. *Capital Proceeds.* Capital Proceeds shall be distributed and applied by the Company in the following order and priority:

4.2.3.1. to the payment of all expenses of the Company incident to the Capital Transaction; then

4.2.3.2. to the payment of debts and liabilities of the Company then due and outstanding (including all debts due to any Economic Interest Holder); then

4.2.3.3. to the establishment of any reserves which the General Manager deems necessary for liabilities or obligations of the Company; then

4.2.3.4. the balance shall be distributed as follows:

4.2.3.4.1. to the Economic Interest Holders in proportion to their Adjusted Capital Balances, until their remaining Adjusted Capital Balances have been paid in full;

4.2.3.4.2. the balance, to the Economic Interest Holders in proportion to their Percentages.

#### 4.3. *Regulatory Allocations.*

4.3.1. *Qualified Income Offset.* No Economic Interest Holder shall be allocated Losses or deductions if the allocation causes the Economic Interest Holder to have an Adjusted Capital Account Deficit. If an Economic Interest Holder receives (1) an allocation of Loss or deduction (or item thereof) or (2) any distribution, which causes the Economic Interest Holder to have an Adjusted Capital Account Deficit at the end of any taxable year, then all items of income and gain of the Company (consisting of a pro rata portion of each item of Company income, including gross income and gain) for that taxable year shall be allocated to that Economic Interest Holder, before any other allocation is made of Company items for that taxable year, in the amount and in proportions required to eliminate the excess as quickly as possible. This Section 4.3.1 is intended to comply with, and shall be interpreted consistently with, the "qualified income offset" provisions of the Regulations promulgated under Code Section 704(b).

4.3.2. *Minimum Gain Chargeback.* Except as set forth in Regulation Section 1.704-2(f)(2), (3), and (4), if,

during any taxable year, there is a net decrease in Minimum Gain, each Economic Interest Holder, prior to any other allocation pursuant to this Article IV, shall be specially allocated items of gross income and gain for such taxable year (and, if necessary, subsequent taxable years) in an amount equal to that Economic Interest Holder's share of the net decrease of Minimum Gain, computed in accordance with Regulation Section 1.704-2(g). Allocations of gross income and gain pursuant to this Section 4.3.2 shall be made first from gain recognized from the disposition of Company assets subject to nonrecourse liabilities (within the meaning of the Regulations promulgated under Code Section 752), to the extent of the Minimum Gain attributable to those assets, and thereafter, from a pro rata portion of the Company's other items of income and gain for the taxable year. It is the intent of the parties hereto that any allocation pursuant to this Section 4.3.2 shall constitute a "minimum gain chargeback" under Regulation Section 1.704-2(f).

4.3.3. *Contributed Property and Book-ups.* In accordance with Code Section 704(c) and the Regulations thereunder, as well as Regulation Section 1.704-1(b)(2)(iv)(d)(3), income, gain, loss, and deduction with respect to any property contributed (or deemed contributed) to the Company shall, solely for tax purposes, be allocated among the Economic Interest Holders so as to take account of any variation between the adjusted basis of the property to the Company for federal income tax purposes and its fair market value at the date of contribution (or deemed contribution). If the adjusted book value of any Company asset is adjusted as provided herein, subsequent allocations of income, gain, loss, and deduction with respect to the asset shall take account of any variation between the adjusted basis of the asset for federal income tax purposes and its adjusted book value in the manner required under Code Section 704(c) and the Regulations thereunder.

4.3.4. *Code Section 754 Adjustment.* To the extent an adjustment to the tax basis of any Company asset pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulation Section 1.704-1(b)(2)(iv)(m), to be taken into account in determining Capital Accounts, the amount of the adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases basis), and the gain or loss shall be specially allocated to the Economic Interest Holders in a manner consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to that Section of the Regulations.

4.3.5. *Nonrecourse Deductions.* Nonrecourse Deductions for a taxable year or other period shall be specially

allocated among the Economic Interest Holders in proportion to their Percentages.

4.3.6. *Member Loan Nonrecourse Deductions.* Any Member Loan Nonrecourse Deduction for any taxable year or other period shall be specially allocated to the Economic Interest Holder who bears the risk of loss with respect to the loan to which the Member Loan Nonrecourse Deduction is attributable in accordance with Regulation Section 1.704-2(b).

4.3.7. *Guaranteed Payments.* To the extent any compensation paid to any Member by the Company, including any fees payable to any Member pursuant to Section 5.3 hereof, is determined by the Internal Revenue Service not to be a guaranteed payment under Code Section 707(c) or is not paid to the Member other than in the Person's capacity as a Member within the meaning of Code Section 707(a), the Member shall be specially allocated gross income of the Company in an amount equal to the amount of that compensation, and the Member's Capital Account shall be adjusted to reflect the payment of that compensation.

4.3.8. *Unrealized Receivables.* If an Economic Interest Holder's Economic Interest is reduced (provided the reduction does not result in a complete termination of the Economic Interest Holder's Economic Interest), the Economic Interest Holder's share of the Company's "unrealized receivables" and "substantially appreciated inventory" (within the meaning of Code Section 751) shall not be reduced, so that, notwithstanding any other provision of this Agreement to the contrary, that portion of the Profit otherwise allocable upon a liquidation or dissolution of the Company pursuant to Section 4.4 hereof which is taxable as ordinary income (recaptured) for federal income tax purposes shall, to the extent possible without increasing the total gain to the Company or to any Economic Interest Holder, be specially allocated among the Economic Interest Holders in proportion to the deductions (or basis reductions treated as deductions) giving rise to such recapture. Any questions as to the aforesaid allocation of ordinary income (recapture), to the extent such questions cannot be resolved in the manner specified above, shall be resolved by the General Manager.

4.3.9. *Withholding.* All amounts required to be withheld pursuant to Code Section 1446 or any other provision of federal, state, or local tax law shall be treated as amounts actually distributed to the affected Economic Interest Holders for all purposes under this Agreement.

#### 4.4. *Liquidation and Dissolution.*

4.4.1. If the Company is liquidated, the assets of the Company shall be distributed to the Economic Interest Holders in accordance with the provisions of Section 4.2.3.4.

4.4.2. No Economic Interest Holder shall be obligated to restore a Negative Capital Account.

#### 4.5. *General.*

4.5.1. Except as otherwise provided in this Agreement, the timing and amount of all distributions shall be determined by the General Manager.

4.5.2. If any assets of the Company are distributed in kind to the Economic Interest Holders, those assets shall be valued on the basis of their fair market value, and any Economic Interest Holder entitled to any interest in those assets shall receive that interest as a tenant-in-common with all other Economic Interest Holders so entitled. Unless the Members otherwise agree, the fair market value of the assets shall be determined by an independent appraiser who shall be selected by the General Manager. The Profit or Loss for each unsold asset shall be determined as if the asset had been sold at its fair market value, and the Profit or Loss shall be allocated as provided in Section 4.2 and shall be properly credited or charged to the Capital Accounts of the Economic Interest Holders prior to the distribution of the assets in liquidation pursuant to Section 4.4.

4.5.3. All Profit and Loss shall be allocated, and all distributions shall be made to the Persons shown on the records of the Company to have been Economic Interest Holders as of the last day of the taxable year for which the allocation or distribution is to be made. Notwithstanding the foregoing, unless the Company's taxable year is separated into segments, if there is a Transfer or an Involuntary Withdrawal during the taxable year, the Profit and Loss shall be allocated between the original Economic Interest Holder and the successor on the basis of the number of days each was an Economic Interest Holder during the taxable year; provided, however, the Company's taxable year shall be segregated into two or more segments in order to account for Profit, Loss, or proceeds attributable to a Capital Transaction or to any other extraordinary nonrecurring items of the Company.

4.5.4. The General Manager is hereby authorized, upon the advice of the Company's tax counsel, to amend this Article IV to comply with the Code and the Regulations

promulgated under Code Section 704(b); provided, however, that no amendment shall materially affect distributions to an Economic Interest Holder without the Economic Interest Holder's prior written consent.

**Article V**  
**Management: Rights, Powers, and Duties**

**5.1. Management.**

5.1.1. *General Manager.* The Company shall be managed by a General Manager, who may, but need not, be a Member. BDG Asset Management, Inc. is hereby designated to serve as the initial General Manager.

5.1.2. *General Powers.* The General Manager shall have full, exclusive, and complete discretion, power, and authority, subject in all cases to the other provisions of this Agreement and the requirements of applicable law, to manage, control, administer, and operate the business and affairs of the Company for the purposes herein stated, and to make all decisions affecting such business and affairs, including, without limitation, for Company purposes, the power to:

5.1.2.1. acquire by purchase, lease, or otherwise, any real or personal property, tangible or intangible;

5.1.2.2. construct, operate, maintain, finance, and improve, and to own, sell, convey, assign, mortgage, or lease any real estate and any personal property;

5.1.2.3. sell, dispose, trade, or exchange Company assets in the ordinary course of the Company's business;

5.1.2.4. enter into agreements and contracts and to give receipts, releases, and discharges;

5.1.2.5. purchase liability and other insurance to protect the Company's properties and business;

5.1.2.6. borrow money for and on behalf of the Company, and, in connection therewith, execute and deliver instruments authorizing the confession of judgment against the Company;

5.1.2.7. execute or modify leases with respect to any part or all of the assets of the Company;

5.1.2.8. prepay, in whole or in part, refinance, amend, modify, or extend any mortgages or deeds of trust which may affect any asset of the Company and in connection

therewith to execute for and on behalf of the Company any extensions, renewals, or modifications of such mortgages or deeds of trust;

5.1.2.9. execute any and all other instruments and documents which may be necessary or in the opinion of the General Manager desirable to carry out the intent and purpose of this Agreement, including, but not limited to, documents whose operation and effect extend beyond the term of the Company;

5.1.2.10. make any and all expenditures which the General Manager, in its sole discretion, deems necessary or appropriate in connection with the management of the affairs of the Company and the carrying out of its obligations and responsibilities under this Agreement, including, without limitation, all legal, accounting and other related expenses incurred in connection with the organization and financing and operation of the Company;

5.1.2.11. enter into any kind of activity necessary to, in connection with, or incidental to, the accomplishment of the purposes of the Company; and

5.1.2.12. invest and reinvest Company reserves in short-term instruments or money market funds.

5.1.3. *Extraordinary Transactions.* Notwithstanding anything to the contrary in this Agreement, (a) during such time that Edward Blumenfeld has (x) made a Loan to the Company which remains outstanding or (y) guaranteed repayment of a loan made by a third party to the Company which guarantee obligation remains outstanding, the General Manager shall not undertake any of the following without the approval of Edward Blumenfeld, whose approval shall be the only approval required, and (b) except as provided in clause (a) preceding, the General Manager shall not undertake any of the following without the approval of the Members holding two thirds (2/3) in interest of record:

5.1.3.1. any Capital Transaction;

5.1.3.2. the Company's borrowing of more than \$100,000.00;

5.1.3.3. the admission of additional Members to the Company;

5.1.3.4. the Company's engaging in business in any jurisdiction which does not provide for the registration of limited liability companies;

5.1.3.5. Intentionally Omitted;

5.1.3.6. the sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the Company;

5.1.3.7. approval of a merger or consolidation of the Company with or into another LLC or other business entity; and

5.1.3.8. amending the articles of organization (except as permitted in Law Section 213(b)).

5.1.4. *Limitation on Authority of Members.*

5.1.4.1. No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member.

5.1.4.2. This Section 5.1 supersedes any authority granted to the Members pursuant to Section 401 of the Law. Any Member who takes any action or binds the Company in violation of this Section 5.1 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

5.1.5. *Removal of Manager.* The Members holding two-thirds (2/3) in interest of record, at any time and from time to time and with or without cause, may remove any or all managers of the Company then acting and elect a new manager or managers or make other provisions or arrangements for the management of the Company.

5.1.6. *Resignation of General Manager.* The General Manager may resign as such only upon thirty (30) days prior written notice to each Member; provided that such resignation shall not become effective until a successor General Manager shall have been elected or other provisions or arrangements for the management of the Company have been made by the Members holding two-thirds (2/3) in interest of record.

5.2. *Meetings of and Voting by Members.*

5.2.1. A meeting of the Members may be called at any time by the General Manager or by those Members holding at least 20 percent (20%) of the Percentages then held by Members. Meetings of Members shall be held at the Company's principal place of business or at any other place in Nassau County, New York designated by the Person calling the meeting. Not less than ten (10) nor more than sixty (60) days before each meeting, the Person calling the meeting shall give written notice of the meeting to each Member



entitled to vote at the meeting. The notice shall state the place, date, hour, and purpose of the meeting. Notwithstanding the foregoing provisions, each Member who is entitled to notice waives notice if before or after the meeting the Member signs a waiver of the notice which is filed with the records of Members' meetings, or is present at the meeting in person or by proxy without objecting to the lack of notice. Unless this Agreement provides otherwise, at a meeting of Members, the presence in person or by proxy of Members holding not less than a majority (over 50 percent) of the Percentages then held by Members constitutes a quorum. A Member may vote either in person or by written proxy signed by the Member or by the Member's duly authorized attorney in fact.

5.2.2. Except as otherwise provided in this Agreement, the affirmative vote of Members holding a majority (over 50 percent) or more of the Percentages then held by Members shall be required to approve any matter coming before the Members.

5.2.3. In lieu of holding a meeting, the Members may vote or otherwise take action by a written instrument indicating the consent of Members holding such Percentages then held by Members as would be required for Members to take action under this operating agreement. If such consent is not unanimous, prompt notice shall be given to those Members who have not consented in writing but who would have been entitled to vote thereon had such action been taken at a meeting.

### 5.3. *Personal Service.*

5.3.1. No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the General Manager, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company.

5.3.2. Upon approval of Members holding a majority (over 50 percent) or more of the Percentages then held by Members, the General Manager shall be entitled to reasonable compensation for services performed for the Company in such amounts as determined by such members. Further, upon substantiation of the amount and purpose thereof, the General Manager shall be entitled to reimbursement for expenses reasonably incurred in connection with the activities of the Company.

### 5.4. *Duties of Parties.*

5.4.1. The General Manager shall devote such time to the business and affairs of the Company as is necessary to

carry out the General Manager's duties set forth in this Agreement.

5.4.2. Except as otherwise expressly provided in Section 5.4.3, nothing in this Agreement shall be deemed to restrict in any way the rights of any Member, or of any Affiliate of any Member, to conduct any other business or activity whatsoever, and no Member shall be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Members' respective rights (or the rights of their respective Affiliates) to maintain, expand, or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each Member waives any rights the Member might otherwise have to share or participate in such other interests or activities of any other Member or the Member's Affiliates.

5.4.3. Each Member understands and acknowledges that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

#### 5.5. *Liability and Indemnification.*

5.5.1. The General Manager shall not be liable, responsible, or accountable, in damages or otherwise, to any Member or to the Company for any act performed by the General Manager within the scope of the authority conferred on the General Manager by this Agreement, except for fraud, bad faith, gross negligence, or an intentional breach of this Agreement.

5.5.2. The Company shall indemnify the General Manager for any act performed by the General Manager within the scope of the authority conferred on the General Manager by this Agreement, except for fraud, bad faith, gross negligence, or an intentional breach of this Agreement.

#### 5.6. *Power of Attorney.*

5.6.1. *Grant of Power.* Each Member constitutes and appoints the General Manager as the Member's true and lawful attorney-in-fact ("Attorney-in-Fact"), and in the Member's name, place, and stead, to make, execute, sign, acknowledge, and file:

5.6.1.1. one or more articles of organization;

5.6.1.2. all documents (including amendments to articles of organization) which the Attorney-in-Fact deems appropriate to reflect any amendment, change, or modification of this Agreement which has been adopted by the Members in accordance with the terms hereof;

5.6.1.3. any and all other certificates or other instruments required to be filed by the Company under the laws of the State of New York or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the State of New York;

5.6.1.4. one or more fictitious or trade name certificates; and

5.6.1.5. all documents which may be required to dissolve and terminate the Company and to cancel its articles of organization.

5.6.2. *Irrevocability.* The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member. It also shall survive the Transfer of an Economic Interest, except that if the transferee is admitted as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney-in-Fact to execute, acknowledge, and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney-in-Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate, or disaffirm the action of the Attorney-in-Fact taken in good faith under this power of attorney.

## Article VI

### Transfer of Interests and Withdrawal of Members

#### 6.1. Transfers.

6.1.1. No Person may Transfer all or any portion of or any interest or rights in the Person's Membership Interest or Economic Interest unless the following conditions ("Conditions of Transfer") are satisfied:

6.1.1.1. the Transfer will not require registration of Economic Interests or Membership Interests under any federal or state securities laws;

6.1.1.2. the transferee delivers to the Company a written agreement to be bound by the terms of this Agreement;

6.1.1.3. the Transfer will not result in the termination of the Company pursuant to Code Section 708;

6.1.1.4. the Transfer will not result in the Company being subject to the Investment Company Act of 1940, as amended;

6.1.1.5. the transferor or the transferee delivers the following information to the Company: (i) the transferee's taxpayer identification number; and (ii) the transferee's initial tax basis in the Transferred Interest; and

6.1.1.6. the transferor complies with the provisions set forth in Section 6.1.4.

6.1.2. Each Member hereby acknowledges the reasonableness of the prohibition contained in this Section 6.1 in view of the purposes of the Company and the relationship of the Members. The Transfer of any Membership Interests or Economic Interests in violation of the prohibition contained in this Section 6.1 shall be deemed invalid, null and void, and of no force or effect. Any Person to whom Membership Interests are attempted to be transferred in violation of this Section shall not be entitled to vote on matters coming before the Members, participate in the management of the Company, act as an agent of the Company, receive distributions from the Company, or have any other rights in or with respect to the Membership Interest.

6.1.3. Admission of Transferee as Member. If the Conditions of Transfer are satisfied, then the transferee

shall be admitted as a Member and shall be entitled to exercise the rights of a Member.

**6.1.4. Transfers to Affiliates and Family.**

Notwithstanding anything set forth in this Agreement to the contrary, but provided that the Conditions of Transfer other than this Section 6.1.4 are satisfied, any Member may at any time, and from time to time, Transfer all, or any portion of, or any interest or rights in, the Member's Economic or Membership Interest to (i) any other Member; (ii) any member of the Member's Family; or (iii) any Affiliate of the Member.

**6.2. Voluntary Withdrawal.** No Member shall have the right or power to Voluntarily Withdraw from the Company. Any withdrawal in violation of this Agreement shall entitle the Company to damages for breach, which may be offset against the amounts otherwise distributable to such member.

**6.3. Involuntary Withdrawal.** Immediately upon the occurrence of an Involuntary Withdrawal, the successor of the Withdrawn Member shall thereupon become an Economic Interest Holder, but shall not become a Member. If the Company is continued as provided in Section 7.1.3, the successor Economic Interest Holder shall have all the rights of an Economic Interest Holder, but shall not be entitled by reason of the withdrawal to receive in liquidation of the Economic Interest, the fair market value of the Member's Economic Interest as of the date the Member Involuntarily withdrew from the Company.

**Article VII  
Dissolution, Liquidation, and  
Termination of the Company**

**7.1. Events of Dissolution.** The Company shall be dissolved upon the happening of any of the following events:

7.1.1. when the period fixed for its duration in Section 2.4 has expired;

7.1.2. upon the written agreement of the Members holding seventy-five (75%) percent or more of the Percentages then held by Members; or

7.1.3. the occurrence of an Involuntary Withdrawal, unless remaining Members holding a majority or more of the Percentages then held by Members, within ninety (90) days after the occurrence of the Involuntary Withdrawal, elect to continue the business of the Company pursuant to the terms of this Agreement.

7.2. *Procedure for Winding Up and Dissolution.* If the Company is dissolved, the General Manager shall wind up its affairs. On winding up of the Company, the assets of the Company shall be distributed, first, to creditors of the Company, including Economic Interest Holders who are creditors, in satisfaction of the liabilities of the Company, and then to the Economic Interest Holders in accordance with Section 4.4.

7.3. *Filing of Articles of Dissolution.* If the Company is dissolved, the General Manager shall promptly file Articles of Dissolution with the Department of State. If there is no General Manager, then the Articles of Dissolution shall be filed by the remaining Members; if there are no remaining Members, the Articles shall be filed by the last Person to be a Member; if there is neither a General Manager, remaining Members, or a Person who last was a Member, the Articles shall be filed by the legal or personal representatives of the Person who last was a Member.

#### Article VIII

#### Books, Records, Accounting, and Tax Elections

8.1. *Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The General Manager shall determine the institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein.

#### 8.2. *Books and Records.*

8.2.1. The General Manager shall keep or cause to be kept complete and accurate books and records of the Company and supporting documentation of the transactions with respect to the Company's business. The records shall include, but not be limited to:

(1) a current alphabetized list of the names and addresses of all of the members, as well as the contribution and the share of profits and losses of each member or information from which such share can be readily derived;

(2) if the firm is managed by a manager or managers, a current alphabetized list of the names and addresses of the managers;

(3) a copy of the articles of organization and all amendments thereto or restatements thereof, together with executed copies of any powers of attorney pursuant to which any certificate or amendment has been executed;

(4) a copy of the operating agreement and any amendments thereto and any amended and restated operating agreement; and

(5) a copy of the limited liability company's federal, state, and local income tax or information returns and reports, if any, for the three most recent fiscal years.

8.2.2. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

8.2.3. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records.

8.3. *Annual Accounting Period.* The annual accounting period of the Company shall be its taxable year. The Company's taxable year shall be selected by the General Manager, subject to the requirements and limitations of the Code.

8.4. *Reports.* Within seventy-five (75) days after the end of each taxable year of the Company, the General Manager shall cause to be sent to each Person who was a Member at any time during the taxable year then ended: (i) an annual compilation report, prepared by the Company's independent accountants in accordance with standards issued by the American Institute of Certified Public Accountants; and (ii) a report summarizing the fees and other remuneration paid by the Company to any Member, the General Manager, or any Affiliate in respect of the taxable year. In addition, within seventy-five (75) days after the end of each taxable year of the Company, the General Manager shall cause to be sent to each Person who was an Interest Holder at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Interest Holder's income tax returns for that year. At the request of any Member, and at the Member's expense, the General Manager shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

8.5. *Tax Matters Member.* Edward Blumenfeld shall be the Company's tax matters Member ("Tax Matters Member"). The Tax Matters Member shall have all powers and responsibilities provided in Code Section 6221, et seq. The Tax Matters Member shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Member. The Company shall pay and be responsible for all



reasonable third party costs and expenses incurred by the Tax Matters Member in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Member shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

8.6. *Tax Elections.* The General Manager shall have the authority to make all Company elections permitted under the Code, including, without limitation, elections of methods of depreciation and elections under Code Section 754. The decision to make or not make an election shall be at the General Manager's sole and absolute discretion.

8.7. *Title to Company Property.*

8.7.1. Except as provided in Section 8.7.2, all real and personal property acquired by the Company shall be acquired and held by the Company in its name.

8.7.2. The General Manager may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the General Manager may cause title to be acquired and held in its name or in the names of trustees, nominees, or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company and all of that property shall be treated as Company property.

**Article IX  
General Provisions**

9.1. *Assurances.* Each Member shall execute all certificates and other documents and shall do all such filing, recording, publishing, and other acts as the General Manager deems appropriate to comply with the requirements of law for the formation and operation of the Company and to comply with any laws, rules, and regulations relating to the acquisition, operation, or holding of the property of the Company.

9.2. *Notifications.* Any notice, demand, consent, election, offer, approval, request, or other communication (collectively a "notice") required or permitted under this Agreement must be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, return receipt requested or by facsimile transmission, provided receipt of facsimile transmission is actually acknowledged by the member or member's agent. Any notice to be given hereunder by the Company shall be

given by the General Manager. A notice must be addressed to a Member at the Member's last known address on the records of the Company. A notice to the Company must be addressed to the Company's principal office. A notice that is sent by mail will be deemed given three (3) business days after it is mailed. Any party may designate, by notice to all of the others, substitute addresses or addressees for notices; and, thereafter, notices are to be directed to those substitute addresses or addressees. A notice sent by facsimile is deemed given when receipt is acknowledged.

9.3. *Specific Performance.* The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

9.4. *Complete Agreement.* This Agreement constitutes the complete and exclusive statement of the agreement among the Members with respect to the subject matter thereof. It supersedes all prior written and oral statements, including any prior representation, statement, condition, or warranty. Except as expressly provided otherwise herein, this Agreement may not be amended without the written consent of the Members holding 2/3 or more of the Percentages then held by Members.

9.5. *Applicable Law.* All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of New York.

9.6. *Article and Section Titles.* The headings herein are inserted as a matter of convenience only and do not define, limit, or describe the scope of this Agreement or the intent of the provisions hereof.

9.7. *Binding Provisions.* This Agreement is binding upon, and inures to the benefit of, the parties hereto and their respective heirs, executors, administrators, personal and legal representatives, successors, and permitted assigns.

9.8. *Exclusive Jurisdiction and Venue.* Any suit involving any dispute or matter arising under this Agreement or relating to the organization or operation of the Company may only be brought in a United States District Court located in the State of New York or any New York State Court having jurisdiction over the

subject matter of the dispute or matter. All Members hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding and waive any objection to venue or inconvenient forum.

9.9. *Terms.* Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular, and plural, as the identity of the Person may in the context require.

9.10. *Separability of Provisions.* Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

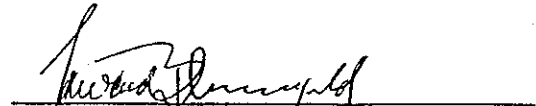
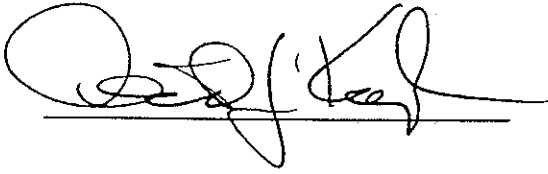
9.11. *Counterparts.* This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

9.12. *Estoppel Certificate.* Each Member shall, within ten (10) days after written request by the General Manager, deliver to the requesting Person a certificate stating, to the Member's knowledge, that: (a) this Agreement is in full force and effect; (b) this Agreement has not been modified except by any instrument or instruments identified in the certificate; and (c) there is no default hereunder by the requesting Person, or if there is a default, the nature and extent thereof. If the certificate is not received within that ten (10) day period, the General Manager shall execute and deliver the certificate on behalf of the requested Member, without qualification, pursuant to the power of attorney granted in Section 5.6.

IN WITNESS WHEREOF, the parties have executed, or caused  
this Agreement to be executed, under seal, as of the date set  
forth hereinabove.

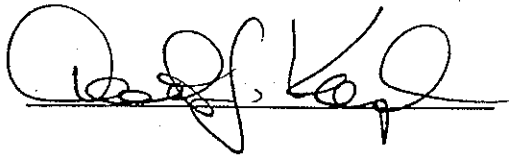
WITNESS OR ATTEST

MEMBERS:

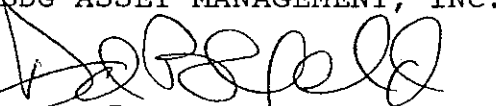
  
Edward Blumenfeld

GENERAL MANAGER:

BDG ASSET MANAGEMENT, INC.



By:

  
Name: David Blumenfeld  
Title: Vice President

**Exhibit A**  
**List of Members, Capital, and Percentages**

<u>Name, Address and Taxpayer I.D. Number</u>	<u>Initial Cash Contribution Contribution</u>	<u>Percentages</u>
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Edward Blumenfeld c/o Blumenfeld Development Group, Ltd. 6800 Jericho Turnpike Syosset, NY 11971 Taxpayer I.D. No. 057-32-9069	\$100.00	100%
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DECLARATION OF SERVICE

State of New York, County of New York )ss:

Ramsey Hinkle an attorney admitted to practice in the courts of New York,  
hereby declares:

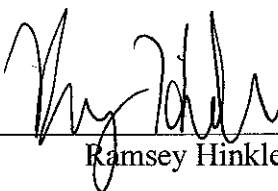
I am not a party to this action, am over 18 years of age and am an associate at the  
law office of Clayman & Rosenberg, LLP 305 Madison Avenue, New York, New York  
10165.

On January 6, 2010, I served a true copy of the annexed OBJECTIONS TO  
TRUSTEES DETERMINATIONS by depositing the same with an overnight delivery  
service in a wrapper properly addressed, the address having been designated by the  
addressee for that purpose. Said delivery was made prior to the latest time designated by  
the overnight delivery service for overnight delivery. The address and delivery service  
are indicated below:

VIA FEDERAL EXPRESS  
Irving H. Picard, Trustee  
c/o Baker and Hostetler LLP  
45 Rockefeller Plaza – 11<sup>th</sup> Floor  
New York, New York 10111

I declare under penalty of perjury under the law of the United States of America  
that the foregoing is true and correct.

Executed on: January 6, 2010  
New York, New York

  
\_\_\_\_\_  
Ramsey Hinkle